



## International Livestock Research Institute

### Intellectual assets report for 2015

**February 2016**

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**I. General information regarding the implementation of the CGIAR IA Principles during the preceding year (NOT CONFIDENTIAL)**

1. Legal/IP capacity at the Centre

**(a) Legal/IP personnel and/or consultants at the Centre in the reporting period**

- ❑ The ILRI IP and Legal Unit (the “unit”) comprises 2 full-time lawyers (previously 3 full time lawyers, one left to join another organisation in 2014 and has not been replaced due to recent budget constraints). The unit is under the oversight of and reports to the Assistant Director General Dr. Shirley Tarawali and the Director General Dr. Jimmy Smith.
- ❑ The unit is led by Ms. Linda Opati - IP and Legal Counsel (the IP focal point). She joined the institute in 2009, is a qualified lawyer, an advocate of the High Court of Kenya, commissioner for oaths and notary public, with post-graduate specialization in Intellectual Property Rights law from the University of South Africa.
- ❑ The IP and legal counsel is supported by Ms. Muthoni Mucheru – Legal Officer, a qualified lawyer, advocate of the High Court of Kenya, commissioner for oaths, with IP experience. She is currently undertaking online advanced WIPO IP courses. Muthoni joined ILRI in 2013.

**(b) Designated roles and functions**

As reported in 2014, the unit re-organized the allocation of tasks to better align with ILRI’s research structure and to improve service delivery.

Since the departure of one lawyer in 2014, the tasks have been redistributed between Linda and Muthoni. See below a brief overview of tasks handled by the Unit. In brief, the IP and Legal Counsel is responsible for leadership, strategic planning, budgeting, risk identification and mitigation, legal and IP compliance and contracts management while the Legal Officer is responsible for and provides support with the day to day contracts management processes and legal and IP support.

A general overview of the Unit’s responsibilities is as follows:

- ❑ **Contracts management, legal and IP research support** - IP, legal and contracts support institute-wide including regional and country offices; review of proposals; establishment of new projects, research consortia, CRPs; advise and support the legal officer on contracts drafting, negotiation and review; policies and agreement templates; IP and legal issues, institutional research committees; IP focal point on compliance and implementation of the CGIAR IA Principles and related policies;
- ❑ **Institutional legal and compliance support services** – to the Director General and Assistant Director General; ILRI management; regional offices; support and service units; assistant secretary ILRI Board; secretary Kapiti board; compliance

	<p>issues - host country and hosting services agreements, legal liaison with Ministry of Foreign Affairs.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Litigation and disputes management</b> – advisory, oversight of court cases, management and oversight of external counsel.</li> <li><input type="checkbox"/> <b>Communication and capacity development</b> – IP training and learning to research staff, advisory, communication and capacity development to inform and enable ILRI staff in IP and legal matters..</li> </ul> <p><b>c) Whether they were staff or consultants and whether they were employed or engaged on a full time or part-time basis</b> The IP and Legal Counsel and the Legal Officer are full time ILRI employees.</p>
<p>2. Any new or updated IP – related policies</p>	<p><b>As reported in 2014</b>, the ILRI policy on the management of intellectual assets (“ILRI IA policy 2013” - <a href="https://www.ilri.org/open">https://www.ilri.org/open</a>) was extensively revised to align with the <a href="#">CGIAR IA principles</a>. It was approved by the ILRI board of trustees in November 2013.</p> <p><b><u>2015 new IP-related policies</u></b></p> <p>As reported in 2014, in 2010 ILRI's management committee adopted an ILRI <a href="#">strategy on research publishing</a>. This stated that the institute would move towards making its research and other products more accessible and that ILRI information products would carry a <a href="#">creative commons</a> license. This was the start of a concerted move towards more open information and data products, platforms and services at ILRI.</p> <p>In 2015 ILRI's <i>Research Data Management and Sharing Policy (2010)</i> was extensively revised to align with the <i>CGIAR Open Access Policy and Implementation Guidelines (2013)</i>. The following new policies (please find them here <a href="http://www.ilri.org/open">www.ilri.org/open</a>) were established and approved by the ILRI board of trustees in April 2015:</p> <ul style="list-style-type: none"> <li>• <a href="#">ILRI policy on open access</a></li> <li>• <a href="#">ILRI policy on research data management and sharing</a></li> <li>• <a href="#">ILRI research data management and sharing implementation guidelines</a></li> <li>• <a href="#">ILRI research publishing guideline 6: Open access checklist</a></li> </ul> <p>The portal <a href="http://www.ilri.org/open">www.ilri.org/open</a> contains links to important ILRI policy and planning documents and links to platforms where ILRI publishes its knowledge openly. It also contains several stories and resources about ILRI open access experiences.</p> <p>ILRI open access platforms and services are available on the following links:</p> <ul style="list-style-type: none"> <li>• <a href="#">Repository of ILRI's information products</a></li> <li>• <a href="#">Data resources at ILRI</a></li> <li>• <a href="#">Source code on GitHub</a></li> </ul> <p>ILRI open access experiences are also available on the portal and include the</p>

following pieces:

- [Open access to ILRI's data](#) (Nov 2014)
- [Open access; open facilitation: One week, two good ideas](#) (Oct 2014)
- [Sharing ILRI's research with open access](#) (Sep 2014)
- [Workshop on discoverability of African scholarship features ILRI communication approaches](#) (Mar 2014)
- [Making ILRI's research 'open' and accessible](#) (Oct 2012)
- [Using open knowledge and innovation to support program learning at ILRI](#) (Jun 2012)
- [From mahider to CGSpace: Moving our research outputs to open repositories](#) (Jan 2012)
- [ILRI adopts Creative Commons license for its research outputs](#) (Dec 2010)

#### **Support for ILRI staff**

The portal also contains important OA awareness and support information for staff as follows:

ILRI staff, consultants and others receiving funds through ILRI are required to make every effort to publish their information products (articles, books, reports, posters, etc..) and data openly.

For products ILRI produces itself, the workflows are well-established and publications and videos which all pass through ILRI communications staff are automatically made open and public. The most challenging types of information product to make open are journal articles and books/chapters published externally. Normally:

1. Authors can choose to publish in an open access journal (which require the author to pay an 'article processing charge'). These charges need to be budgeted into project proposals (at an average of USD 3,000 per article)
2. Authors can also deposit journal articles in an institutional repository (CGSpace for ILRI). This is normally either a preprint, or the peer-reviewed postprint – either the author's refereed, revised final draft or the publisher's version of record.

Regarding journals, ILRI research staff continue to be sensitised to the importance of authors to watch out for and avoid predatory publishers who claim to be legitimate but are actually not offering real scientific publishing. [See the current list of such publishers](#). For more information and guidance ILRI staff are also encouraged to familiarise with the [CGIAR open access and open data support pack](#).

- At the end of 2015, a decision was made to adopt **CC-BY licences** for all ILRI research outputs without the requirement for SA (share-alike) in line with CGIAR guidelines (unless for exceptional products that would require share-alike).
- The OA policies and associated OA promotion or rollout across the institute will

be carried out in 2016. An OA committee has been formed with the Deputy Director General as Chair to steer this process

**2015 New contract templates to implement open access**

The IP and Legal unit working with ILRI's Communication and Knowledge Management and Research Methods units developed the following templates to implement the new OA policies.

- Non-disclosure Data Sharing Agreement (for sharing confidential data with partners or upon request by any other parties)



17. ILRI

Non-Disclosure Confir

- Updated Collaborative Research Agreements (to allow sharing of data within projects)
- Standard contracts for open-access data sharing of non-confidential data via ILRI's data portal at <http://data.ilri.org/portal> (example on: <http://data.ilri.org/portal/dataset/dgea1animperf/resource/dedd5040-aef8-4213-ac96-c777f9822235/license> (additional changes to be implemented in 2016)

3. Centre's updated IP portfolio (containing at a minimum all IP Rights registered by the Centre, or by third parties working with or on behalf of Centres; e.g. trademarks, patents, plant variety rights)

**\*The ILRI IP portfolio remains the same as reported previously in 2013 and 2014 and is included again below for ease of reference.**

**Trademarks**

- ILRI does not own any registered trademarks and there were no new patent or trademark filings in 2015.

**ILRI ECF Patent Portfolio**

- As previously reported in 2013 and 2014 - In 2004 ILRI in partnership with The Institute for Genomics Research (now JCVI John Craig Venter Institute and Merial Limited USA had filed patents following its collaborative research on the Theileria Vaccine (East Coast Fever Vaccine). In 2010 ILRI reviewed its vaccine research and development strategy and made the decision to abandon (discontinue) ILRI's ECF patent portfolio (ARIPO and South Africa filings) as the reason for filing this patents - defensive patenting - had been achieved and the information was available in the public domain. The following patents were allowed to lapse:

**1. Patent Title: Antigens for an ECF Vaccine in the name of ILRI and TIGR (JCVI) (PCT/US04/030831)**

South Africa Patent Application No.2006/03167; ARIPO Patent Application No. AP/P/2006/003594 (Botswana, Ghana, Gambia, Kenya, Lesotho, Malawi, Mozambique, Namibia, Sudan, Sierra Leone, Swaziland, Tanzania, Uganda, Zambia, Zimbabwe)

**2. Patent title: ECF Vaccine based on CTL-Specific Schizont Antigens in the name of ILRI (PCT/US2004/022605)**

South Africa Patent Application No.2006/01330; ARIPO Patent Application No. AP/P/2006/003513 (Botswana, Ghana, Gambia, Kenya, Lesotho, Malawi, Mozambique, Namibia, Sudan, Sierra Leone, Swaziland, Tanzania, Uganda, Zambia, Zimbabwe).

**ECF Patents still in force**

Merial Limited USA is responsible for the patents in Canada, Mexico and the EPO applications of the **PCT Application PCT/US2004/030831 "Antigens for an East Coast Fever Vaccine** jointly owned by **"The Institute for Genomic Research and International Livestock Research Institute.**

The current status of these patents from WIPO PATENTSCOPE is:

- (i) ARIPO and South Africa patents – allowed to lapse.
- (ii) Canada - granted
- (iii) Mexico - granted
- (iv) European Patent Offices (8 EU countries) - Published: 21.06.2006; Granted: 10.12.2008

<http://patentscope.wipo.int/search/en/detail.jsf?docId=WO2005030802andrecNum=1andtab=NationalPhaseandmaxRec=1andoffice=andprevFilter=andsortOption=andqueryString=FP%3A%28PCT%2FUS04%2F030831%29>

*Extract from the WIPO PatentScope link above as at date of reporting:-*  
**(WO2005030802) ANTIGENS FOR AN EAST COAST FEVER VACCINE**

PCT  
Biblio. Description Claims National Phase Notices Drawings Documents  
Data

Available information on National Phase entries(more information)

Office	Entry Date	National Number	National Status
African Regional Intellectual Property Org. (ARIPO)	21.04.2006	AP/P/2006/003594	
Canada	20.03.2006	<u>2539816</u>	
European Patent Office (EPO)	07.04.2006	<u>2004784633</u>	Published: 21.06.2006 Granted: 10.12.2008
Mexico	20.03.2006	PA/a/2006/003169	
South Africa	20.04.2006	200603167	
South Africa	20.04.2006	2006/03167	

4. Any relevant information showing that the requirements laid down in Article 5 of the CGIAR IA Principles have been met

ILRI is committed to the sound management of intellectual assets and intellectual property rights (“IP Rights”) in accordance with the CGIAR IA principles 2012, ILRI IP policy 2013 (which is aligned with the IA Principles) all applicable laws and best practice, for all its research activities.

***The information contained in this section 4 highlights ILRI’s IP management practices globally across all the research activities it is involved in including CRPs and bilaterally funded research.***

**A. ILRI’s IP management for global access** As reported in 2014, this aligns with article 5 of the CGIAR IA Principles and in addition the IP and Legal unit created a general guiding template for use in subcontracting all ILRI partners including non-CGIAR partners working under CRPs and all other bilateral projects. This template spells out the IP for global access management practices, to ensure harmonious understanding, management and implementation of the global access principles by ILRI partners. This template was updated in 2015.



2. ILRI CRA Template  
\_2016.doc

**B. CGIAR Research Programs**

- As reported in 2014, ILRI leads the CGIAR research program on Livestock and Fish which aims to provide more meat, milk and fish by and for the poor, in collaboration with other scientists and staff from three other CGIAR centres—the International Centre for Tropical Agriculture (CIAT); the International Centre for Agricultural Research in the Dry Areas (ICARDA) and the WorldFish Centre. Many other strategic partners and collaborators play key roles in implementing the program in several ‘livestock value chains’ and countries targeted by the program.
- The Program Participant Agreements signed between ILRI (Lead) with other CGIAR Centres (and to be signed by other strategic non-CGIAR partners) contain the standard clause below on management of IP.

**MANAGEMENT OF INTELLECTUAL ASSETS AND COMMUNICATIONS**

6.1 **Management of Intellectual Assets.** *The Parties shall manage all intellectual assets created as a result of the activities carried out under this Agreement in accordance with the CGIAR Principles on the Management of Intellectual Assets “CGIAR IA Principles” (which is available at [http://www.cgiarfund.org/sites/cgiarfund.org/files/Documents/PDF/cgiar\\_principles\\_management\\_intellectual\\_assets\\_7march\\_2012.pdf](http://www.cgiarfund.org/sites/cgiarfund.org/files/Documents/PDF/cgiar_principles_management_intellectual_assets_7march_2012.pdf) and will apply as amended from time to time) adopted as of 7 March 2012. All tangible and intangible results that arise from this Agreement shall be international public goods, subject to the legal obligations of the parties and exceptions permitted under the CGIAR IA Principles.*

6.2 **Background Intellectual Property.** *The party that owns any background intellectual property used in the implementation of the Agreement shall*



continue to own the intellectual property after the termination of this agreement. Parties shall keep a record of all background intellectual property used during the implementation of the Agreement. The party introducing the background intellectual property hereby agrees to grant, subject to its legal obligation and third party rights, to the other parties a license to use and sublicense the background intellectual property for the purposes of the implementation of the Agreement and the CRP, upon a written request to this effect.

6.3 Data Sharing. The Program Participant agrees to share any data, software and models generated as a result of activities under the Agreement to the Central online Repository located at the Lead Centre headquarters, subject to any restrictions flowing from third party intellectual property rights. The data producing institutions, including the Program Participant, shall be fully acknowledged and a citation shall be generated along with the license that specifies how the data can be shared with other CGIAR Centres and third parties.

6.4 Publication. The Parties agree that the results of the activities undertaken under Livestock and Fish Programme should be published. The researchers engaged in the research may present at seminars, symposia, national or international meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the research. All publications produced as research outputs shall be shared with the Lead Centre for inclusion in the Programmes' publications repository. This includes, but is not limited to reports, policy briefs, working papers, and training manuals and guides. Videos, photos, presentations, and other communications-related research outputs generated under this Agreement shall be shared with the Lead Centre and disseminated online via CGIAR Research Program channels.

Notwithstanding above, the right of the Parties to publish the results of the research shall not prejudice the Intellectual Property and/or confidential information of any Party of third party, and shall, in every instance, provide due credit and attribution to all Parties involved.

One electronic copy of any publication published shall be submitted to the Lead Centre together with the reports for the relevant period in which such publication was published.

6.5 Publicity. Program Participant will ensure that activities and outputs from the Programme are given appropriate publicity through its institutional communications activities, and ensure that the Lead Centre is advised in advance of major publicity initiatives to ensure coordination.

6.6 Branding. Program Participant agrees to brand all research activities and products and all communications outreach derived from this Agreement, and funded by Windows 1 and 2 funds and other funds sources by the Lead Centre, in line with the "CGIAR Branding Guidelines and Toolkit 2012", approved by the Consortium in May 2012, (which is available at <http://library.cgiar.org/handle/10947/2699>) and will apply as amended from time to time

- Each participating Centre is responsible for managing its activities under the CRP in line with the IA principles and is responsible for reporting back to the Lead Centre.

- IP is jointly owned.

#### **Subcontracting non-CGIAR partners**

As reported in 2014 and as indicated at page 8 above and attached, the collaborating research agreement template (to be modified as needed) is used to subcontract non-CGIAR partners working under CRPs and all other bilateral projects. For CRP partners additional terms in the related PIA and PPA are flowed down to partners. The template also spells out and requires the partners be bound by ILRI and the CGIAR IP for global access management practices.

#### **Theory of change and impact pathways**

- In 2015, the ILRI –led Livestock and Fish Program <http://livestockfish.cgiar.org/>initiated work on theory of change and impact pathways to enable the program to sketch out an impact pathway for the dissemination of IP and generation of international public goods. This work is aimed to ensure a common understanding of theories of change by participating partners and how they can be used for planning, critical reflection and accountability in the program. It also aims to develop change pathways for projects in the smallholder dairy value chain in Tanzania and the small ruminants value chain in Ethiopia. Find a link to this process here: <http://livestockfish.cgiar.org/2015/02/17/monitoring-evaluation-process/>
- ILRI is also involved in the following CRPs; Agriculture for nutrition and health; Humid tropics; PIM - Policies, institutions and markets; CGIAR Research Program for Managing and Sustaining Crop Collections; Water, land and ecosystems; Climate change, agriculture and food security and Dryland systems.
- The IP and legal unit works closely with CRPs to provide the required support on IP and partnerships, dissemination, licensing and so on.

#### **C. ILRI's Forages Genebank**

As reported in 2014,

- ILRI is one of the 11 centres hosting 'in-trust' collections of plant genetic resources for the benefit of the international community and which signed agreements in 2006 with the Governing Body of the ITPGRFA, placing those collections within the purview of the Treaty.
- The Genebank is located at the Addis Ababa, Ethiopia campus and managed by a Genebank manager.
- In keeping with the IA Principles (and spelled out in the ILRI IA Policy) , the management and practice of the Genebank is supportive of and consistent with: The International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA); The Convention on Biological Diversity ('CBD') and its Nagoya Protocol on Access and Benefit Sharing ('the Nagoya Protocol'), and the

objectives, including the conservation of biological diversity, the sustainable use of its components, and the fair and equitable sharing of benefits arising out of the utilization of genetic resources;

- ILRI provides forage germplasm (subject to availability) in small experimental quantities along with its related information accompanied by the Standard Material Transfer Agreement (SMTA) in keeping with its policy of maximizing the utilization of material for research, breeding and training.

In addition to the 2014 report, 2015 update is as follows:

- The germplasm collection at ILRI is represented by 18635 accessions of over 1400 species belonging to over 600 genera and is a global collection of forage legumes, grasses and browse species, including the following:

Forage type	Total accessions	Total accessions under Treaty	Number of accessions of Annex 1 species	Number of accessions of forage cultivars
Browse	3720	3684	45	25
Grasses	4397	4377	313	11
Legumes	10518	10440	2646	275
Total	18635	18501	3004	311

- In accordance with the Agreement between ILRI and the Treaty, all shipments of PGRFA of crops listed in Annex 1 to the Treaty or under article 15 of the Treaty (shipments of PGRFA under the Multilateral System) are subject to the terms and conditions of the Standard Material Transfer Agreement (SMTA). The material is held in trust and the recipient has no rights to obtain Intellectual Property Rights (IPRs) on the material or related information. The recipient may utilize and conserve the material for research, breeding and training and may distribute it to other parties provided such parties accept the terms and conditions of the SMTA. This does not prevent the recipients from releasing the material for purposes of making it directly available to farmers or consumers for cultivation, provided that the other conditions set out in the SMTA are complied with.
- ILRI provides forage seeds in small experimental quantities of between 1 and 10 grams without charge from the germplasm collection under the SMTA as appropriate for the crop as part of its policy of maximizing the utilization of material for research, breeding and training. ILRI has a global mandate and provides forage germplasm for forage research and development. Most of the requestors are from sub-Saharan Africa with by far the largest number of accessions being provided to research and development partners in Ethiopia.
- ILRI is not involved in any breeding currently so does not hold PGRFA under development.

**Highlights of other IP for global access management practices in ILRI for both CRP and non-CRP research activities:**

**D. ILRI open access strategy, open access repository and archives for all ILRI publications including CRP and non-CRP**

***In 2015 ILRI developed the following as already mentioned at section 2:***

- i. ***ILRI open access portal*** - [www.ilri.org/open](http://www.ilri.org/open) contains links to important ILRI policy and planning documents and links to platforms where ILRI publishes its knowledge openly. It also contains several stories and resources about ILRI open access experiences.
  - ii. As already mentioned, ***new contract templates*** to implement open access to data as follows:
    - Non-disclosure Data Sharing Agreement (for sharing confidential data with partners or upon request by any other parties)
- 
17. ILRI  
Non-Disclosure Confir
- Updated Collaborative Research Agreements (to allow sharing of data within projects).
- iii. ***ILRI data portal*** - Standard text for open-access data sharing of non-confidential data was adopted for use on ILRI's data portal at <http://data.ilri.org/portal> (example on: <http://data.ilri.org/portal/dataset/dgea1animperf/resource/dedd5040-aef8-4213-ac96-c777f9822235/license>).

As reported in 2014, ILRI has the following repositories and archives for publications:

- o ***Mahider*** - ILRI's research publications and products repository, is an open digital repository of ILRI research outputs and publications produced or sponsored by ILRI.
- o ILRI *IP Policy 2013* states the following on the Institute's open access policy (extract from page 4 of the Policy):

***Open access***

*In keeping with its commitment to IPGs, in 2010 ILRI adopted an open creative commons (CC) licence for all ILRI publications (articles, books, reports, chapters, brochures, flyers, press items, CDs and DVDs, websites, posters, conference papers and presentations, images, audio files, videos and films, maps, software, datasets and databases) to encourage wide dissemination, uptake and re-use of its research publications. Under the terms of the CC licence, ILRI retains copyright while allowing users freedom to copy, duplicate or reproduce, and distribute, display or transmit any part of the publication or portions thereof without permission and to make translations, adaptations or other derivative*

*works on condition that such use is properly attributed to ILRI, it may not be used for commercial purposes and if the work is altered, transformed or built upon, the resulting work must be distributed only under the same or similar licence (share alike). {note that this section of the Policy will be amended to reflect the shift to CC-BY license to be implemented in 2016}.*

#### **E. How ILRI deals with ownership of IA in employee and third Party contracts**

As reported in 2013 and 2014:

- **See extract from ILRI IP Policy 2013, page 6 below:**

*All ILRI staff, scientists, students, consultants, seconded staff, associates, post graduates and visiting scientists and third parties operating on behalf of ILRI will be required, through their engagement contracts, to follow best practices in order to abide by all elements of this Policy.  
All data, research outputs, technologies, germplasm, methodologies, and software, as well as information in databases and publications generated by ILRI staff, scientists, students, consultants, seconded staff, associates, post graduates and visiting scientists and third parties operating on behalf of ILRI is the property of ILRI.*

#### **F. ILRI employee and consultancy contracts on disclosure, records and assignment of inventions, confidentiality and non-competitive activity provisions**

As reported in 2013 and 2014:



ILRI extract from employment contract



ILRI extract from consultancy contract

- All members of ILRI board of trustees are required, prior to commencement of each board meeting, to sign a confidentiality agreement. See extract from the board rules of governance attached.



ANNEX 8 ILRI BoT  
Confidentiality Agree

#### **G. Research contract templates and sign-off process**

- As reported in 2014 the Unit carried out an extensive revision of its templates including Memorandum of Understanding (MoUs), Collaborative Research Agreement, Research Consortium Agreements, Material Transfer Agreement (MTA), Confidentiality and non-disclosure agreements to align with the IA principles, IP Policy and other relevant changes in the CGIAR Consortium.

- All ILRI research agreements and other contracts are reviewed and have to be approved by the IP and Legal Unit prior to signature by the Director General or his designate to ensure compliance with ILRI IP Policy.

**H. Information on how ILRI maintains a database of its IP portfolio, agreements concluded by the Centre with relevant information on parties, duration, material terms and conditions, restrictions, licenses, assignments, IA involved, compliance obligations etc.**

**As reported in 2014,**

- **IP portfolio** – The Unit maintains separate physical files for each patent application. These files contain all the paperwork, correspondence and the patent certificate. These patent files are kept in safe custody in the legal office. ILRI also maintains electronically, all information and correspondence on patents and any decisions made by management. These are maintained in rights-protected databases accessible only by management and to a limited number of members of staff.

**Agreements concluded by the Centre with relevant information on parties, duration, material terms and conditions, restrictions, licenses, assignments, IA involved, compliance obligations**

- As reported in 2014, the Unit adopted an e-database that contains scanned copies of all research agreements including partially and fully signed agreements. The database is searchable by partner name and type of agreement, year of signature and contains links to the scanned agreement, including the approval information containing information on the chain of approval and any notes to be noted with regard to the agreement. This database is centrally maintained by the unit. Access to the electronic database is limited to the unit, management and particular members of staff. Each Program Management Officer (PMO) also maintains their own electronic database of contracts relating to their projects, at project level. In 2015 the process for full migration to OCS was kicked off and expected to be fully implemented in 2016.
- The unit also maintains physical copies of all agreements signed and uses an alphabetic order (partner names) filing system. These files are safely stored in locked cabinets.
- For the more complex agreements such as licenses, the IA involved and compliance obligations, the unit maintains an electronic folder of these licenses and the details, including correspondence with the Principle Investigator, Deputy Director Generals for Research, the Program Management Officers who are looped in to ensure they understand and are aware of the obligations involved.
- The **Checklist of obligations under the CGIAR IA Principles** provided by the Consortium legal office dated 28<sup>th</sup> January 2014 has also now been adopted by

the unit to guide ILRI's compliance obligations and is routinely used as a reference tool.

- At project level, each project is managed by a Program Management Officer (PMO). Each PMO maintains a database of donor information and obligations, to ensure monitoring and compliance by sub-contracted partners. The IP Unit has developed this checklist (to be included into our standard operating procedures and to be integrated into OCS) to aid projects' compliance with IP obligations.



IP checklist for ILRI  
research agrmts.doc

### **I. Example of Centre invention disclosure practices**

As reported in 2014,

- ILRI employee, consultancy and visiting scientists contracts contain provisions on disclosure, records and assignment of inventions, confidentiality and non-competitive activity provisions.
- See extract below from the visiting scientist contracts.

#### **DISCLOSURE, RECORDS AND ASSIGNMENT OF INVENTIONS, CONFIDENTIALITY AND NON-COMPETITIVE ACTIVITY PROVISIONS**

During the duration of your contract as Visiting Scientist with ILRI, ILRI and you agree to the following terms and conditions.

(1) You will disclose promptly in writing to your supervisor, or to such other person as the Institute may designate, any and all inventions, improvements, and developments which you may hereafter make, invent, or suggest, either solely or in collaboration with others, during the term of your contract with the Institute, provided that, at the time such inventions, improvements, or developments are made, invented, or suggested, relate to the Project.

(2) You will keep complete, accurate and authentic accounts, notes data and records of all inventions, improvements and developments, made, discovered or developed by you in carrying out the Project in the manner and form agreed between you and the Institute and shall remain the property of ILRI.

(3) That the entire title to such inventions, improvements, and developments shall be the sole and absolute property of ILRI.

- As a tool for implementation of the disclosure requirements mentioned above, find a copy of ILRI's Invention disclosure form. This form should be completed in a confidential meeting between the scientists, the Legal Unit, the Deputy Director General Research and the head of ILRI business development unit.



Copy of ILRI  
Invention Disclosure I

#### J. Lab notebooks

As reported in 2014,

- The IP and Legal Unit keeps in safe custody copies of used and new **lab notebooks** and maintains a database of records tracking movement of the lab notebooks (see database below) used by ILRI scientists. The lab notebooks contain clear standard rules on how to use the lab notebooks and aids in the process of documentation and disclosure of inventions or discoveries.



ILRI Lab Notebooks  
Database.xlsx

K. As reported in 2014, the Unit developed **SOPs (standard operating procedures)** which are useful as they document the Unit's procedures and best practices and are a record of processes and procedures for effective implementation of the Unit's tasks.

#### L. Example of pre-emptive IP strategies such as publications, or defensive IP applications

- **As reported in 2014**, following learning and experience with setting up the *ILRI - led consortium to tackle East Coast fever in cattle in Africa (part of the ILRI-led CGIAR Research Program on Livestock and Fish)* reported in 2013, the IP and Legal unit developed templates for Consortium Agreements and Consortium Sub-grants to govern research consortiums where ILRI is taking the lead or participating.
- **2015 update:** Please find the latest updated templates embedded and further expounded below. These templates are in use for other similar consortia projects and have improved the Unit's turn-around time in setting up and concluding agreements for multi-partner projects.



3. ILRI Consortium Agreement Template\_Sub



3a. ILRI Consortium Agreement Temp

#### The Consortium Agreement template

- This is a joint agreement establishing the research consortium to be signed by ILRI jointly with the other consortium members. This agreement formally establishes the 'Research Consortium' and sets out common IP principles to be agreed on and binding to all Members.
- The following principles contained in the joint agreement set out the pre-emptive IP strategy of the consortium. Principle 1 on IP management contains the global access and defensive IP strategy (see the clause on patentable joint IP below) and Principle 4 on confidentiality ensures that any proprietary



information is treated as confidential by members. Principle 2 on Publications and Principle 3 on Open access encourage prompt publication and dissemination of information.

**Principle 1 on IP management and Global Access;**

- ❑ *The Members will manage Project IP in keeping with donor conditions, the **CGIAR Principles on the Management of Intellectual Assets (CGIAR IA Principles)**, and the **ILRI Intellectual Assets Policy**. Such requirements are accordingly incorporated hereunder for purposes of clarity. In the event of any conflict between the Consortium Principles and the Subgrant Agreements, such conflict shall be resolved in accordance with the following order of priority: (i) The Consortium Principles (ii) the Donor global access conditions (iii) the CGIAR Principles on the Management of Intellectual Assets (CGIAR IA Principles), and the ILRI IA Policy as specifically incorporated under Principle 1 (IP management and Global Access), Principle 2 (Publications), Principle 3 (Data management and Open Access) and Principle 4 (Confidentiality), (iv) the Subgrant agreements.*
- ❑ *The Members will conduct and manage the Project and the resulting outputs as international public goods in a manner that ensures Global Access including prompt and broad dissemination, availability and accessibility to people most in need within developing countries. The outputs will also be available to the Consortium, (the Members and their approved subcontractors), National Agricultural Research System (NARS), extension services, small scale farmers, and other users across national boundaries including all CGIAR member Centres. Each Member of the Consortium will, while ensuring Global Access, respect the Rights and/or Confidential Information of any Party or Third Party.*
- ❑ *Each Member (and where applicable, their approved subcontractor) retains ownership of its Background IP and agrees to allow royalty-free access to and use of its Background IP to the other Members (and where applicable, their approved subcontractor) for purposes of implementing the Project only.*
- ❑ *In the event that any of the Members (including their subcontractors) are jointly responsible for generating Project IP ("Joint Owners"), such Project IP shall vest jointly and equally with those Joint Owners (Joint IP). Each Joint Owner shall have an automatic, perpetual, world-wide, non-exclusive, royalty-free license including the right to sub-license, in and to the Joint IP, to use the same for the purposes of Global Access and agrees to grant all other Member (s) an automatic, perpetual, worldwide, non-exclusive, non-transferable royalty free license including the right to sub-license, in and to the Joint IP during and after the project for the purposes of Global Access.*
- ❑ *Project IP created solely by a Member (or where applicable, its approved subcontractor) in undertaking the Project shall vest solely in that Member. That Member shall grant the other Members an automatic, perpetual, worldwide,*

*non-exclusive, sub-licensable, royalty-free license to use and make use of such IP for the purposes of Global Access.*

- *Documentation of results of the Project should be consistent with best practice and the need to establish corroborated dates of invention. Each Member undertakes to promptly report to the ILRI Principal Investigator any material Project IP.*
- *In the event of patentable Joint IP, the Joint Owners will in deciding whether to protect such Joint IP (e.g. as incentives for potential private sector participation) evaluate whether such protection is necessary to ensure: - continued availability of the Joint IP (or product thereof) to poor farmers; delivery of improved products and technologies; or necessary to negotiate access to other proprietary rights and technologies required for product development.*
- *In the event of filing patent applications for protection of Joint IP, filing, prosecution and maintenance costs shall be borne by the Project or Joint Owners in equal proportion or as otherwise agreed or to be agreed between the Members. All parties shall act reasonably in relation to determining the need for and nature and terms of any patent applications. The Members shall discuss in good faith and make all reasonable endeavour to reach agreement in relation thereto.*
- *If a Joint Owner does not wish to seek protection of the Joint IP, the Joint Owner (s) wishing to file for protection may bear the costs associated with filing the application and those Joint Owner (s) will be entitled to an assignation of the interest in such Joint IP from that Joint Owner (s) who did not wish to protect such Joint IP on terms and conditions to be agreed (all parties acting reasonably). Notwithstanding this, the Joint Owners agree to grant each other on fair and reasonable conditions, the Right of Exploitation to the patentable new knowledge (even where a Member has elected not to be involved in a patent application in respect of the same).*
- *Material transfer agreements and/or procedures required for transfer of biological materials and data among the Members or Third Parties relevant to the Project will be agreed between the parties (acting reasonably) and shall be adhered to.*
- *Principle 1 shall survive the expiry or early termination of this Agreement.*

#### **Principle 2. Publications**

*2.1 Members agree that the results of the activities of the Project should be published provided that in doing so, the Confidential Information of Members (or their approved subcontractors) shall not be disclosed or otherwise used other than in accordance with the Project or as otherwise expressly provided under this Agreement. For the avoidance of doubt, the Global Access principle shall not apply to, or oblige the dissemination of Confidential Information of Members. The researchers engaged in the Project may deliver presentations; publish in journals,*

theses or dissertations, while adhering to the terms of this Principle 2. The Donor (subject to its prior approval) ILRI, the Member(s) and the Consortium shall be acknowledged as appropriate on all published material.

2.2 The Members shall in publishing any results of the Project respect and not disclose the Background IP, Project IP (including for the avoidance of doubt any Joint IP) and/or any other Confidential Information of any other Member, their approved subcontractor or Third Party without obtaining prior consent, such consent not to be unreasonably withheld or delayed.

2.3 Any decisions regarding any publication arising out of the Project will be made jointly by the Members, acting reasonably. All Members will be provided with a draft of any publication for review prior to submission for publication; no Member will unreasonably withhold permission for the publication of results of the Project, for either joint or separate Publications (provided always that Members shall have the right to prevent any publication which contains any of their Confidential Information).

2.4 Principle 2 shall survive the expiry or earlier termination of this Agreement

### **Principle 3 . Data management, sharing and Open Access (OA)**

3.1 Without prejudice to third Party rights, the Parties agree to make the resulting Data and/or models generated Open Access either by depositing in ILRI's Datasets Portal <http://data.ilri.org/> or ILRI's geoportal [data.ilri.org/geoportal/](http://data.ilri.org/geoportal/) as soon as practically possible, in compliance with the **ILRI Open access policy; ILRI Research Data Management and Sharing: Policy and ILRI Research Data management and Sharing: Implementation Guidelines** as elaborated below.

3.2 **Copyright and Open Licenses:** Suitable open licenses shall be used that recognize the legal rights to information products and encourage their use, adaptation and distribution preferably CC-BY license. The Parties will use reasonable efforts to deposit Content in full as soon as possible after an Information Product is complete or in its final form and make such Products accessible as follows;

3.3 Members will use reasonable efforts including budgeting for costs associated to make data accessible as follows;

3.3.1 Peer-reviewed journal articles: Deposited in a suitable repository and made OA, ideally at the time of publication, and no later than 6 months from the date of publication.

3.3.2 Reports and other papers: Deposited in suitable repositories and made Open Access ("OA") as soon as possible and in any event within 3 months of their completion.

3.3.3 Books and book chapters: The full digital version will be made OA as soon as

*possible after publication either through self-archiving or other publication arrangements.*

*3.3.4 Data and databases: Data (and any relevant data collection and analysis tools) shall, subject to any additional donor requirements, be deposited in a suitable repository and made OA as soon as possible and in any event within 12 months of completion of the data collection or appropriate project milestone, or within 6 months of publication of the information products, whichever is sooner.*

*3.3.5 Metadata: The metadata of an information product will be deposited in a suitable repository before or on publication of the information product.*

*3.3.6 Video, audio and images: Complete final digital versions must be stored appropriately and made OA within 3 months of their completion.*

*3.3.7 Computer software: Software source code will be deposited in a free or open software archive upon completion of the software development subject to appropriate licences.*

*3.3.8 Principle 3 shall survive the expiry or earlier termination of this Agreement*

□ **Principle 4. Confidential Information**

*4.1 Members agree that all Confidential Information shall be held in confidence and not disclosed or communicated except to employees, agents – to protect against destroying novelty or misappropriation of valuable confidential information.*

*4.2 Disclosure required by any statutory/regulatory authority in accordance with any applicable law or under orders of any Court of Law is permitted.*

*4.3 These confidentiality obligations shall survive the termination or expiry of this Agreement.*

**M. Centre audit practices and due diligence measures**

- An example of IA due diligence that begun in 2014 and continued in 2015 is for the ILRI-led ECF research consortium project. Each member of the consortium was required to submit a due diligence checklist for all their background IP (still in progress). Members of the consortium will also be required to continue populating the form throughout the life of the project. At the second phase of the project, an IP audit is expected to be carried out in preparation the involvement of private partnerships.



ILRI ECF DDQ.docx

**N. ILRI Institutional Research Ethics Committee (IREC)**

As reported in 2014,

- ILRI established the IREC committee in 2010, tasked with reviewing and considering for approval all ILRI research proposals with a view to safeguard the dignity, rights, safety and well-being of all actual and potential research participants and the wider community.
- In 2014 IREC applied for and received accreditation from the Kenya National Bioethics Committee established by the National Council for Science and Technology and is empowered to promote and monitor ethical practices in Kenya. Please find the certificate attached.



Institutional Ethics  
Review Committee - C

- IREC ensures that the cardinal principles of research ethics (autonomy, beneficence, non-maleficence and justice) are followed in planning, conduct and reporting of ILRI research. For this purpose, it covers the aspects of informed consent; harms, risks and benefits; distribution of these; and provisions for appropriate compensations wherever required.
- The IREC committee members include scientists at ILRI with training/experience in bioethics and leadership, research experience, one external and lay member, members with training/experience in human health and the IP and Legal unit provides the legal expertise.
- As part of the tools for assisting scientists and projects going out in the field to collect data, the committee has developed a prior consent form. Please find this attached.



ILRI Informed  
Consent Template-20

5. Any relevant highlights, trends, cases studies, practices etc. that the Centre would like to show case or share

**Highlights of training given in 2015**

**Standard IP induction training** - the Unit has a standard IP training for new staff, scientists and graduate fellows on essential issues in IP including introduction to IP and the CGIAR IA Principles. Such training was delivered in August to new staff, students and fellows at ILRI.

**FAQs (frequently asked questions)**

As reported in 2014, the Unit finalised FAQs on the CGIAR and ILRI IA policies as a tool to aid scientists and staff to better understand the IA Principles. The Unit plans on carrying out more IP awareness trainings.

	<p><b>Continuous legal education</b></p> <p>As required by the Law Society of Kenya, the legal counsel and legal officer have to attend a number of legal trainings annually to be able to renew their practising licenses and to stay abreast with developments in law. This requirement was complied with for 2015.</p> <p><b>WIPO Scholarship won by Muthoni Mucheru (Legal officer)</b></p> <p>In 2015 Muthoni was awarded a scholarship by the Government of Japan and attended a 2-week WIPO Summer School on IP and technology transfer in South Africa Durban.</p>
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**II. Information regarding each Limited Exclusivity Agreement, Restricted Use Agreement and IP Application that was concluded/made during the preceding year (CONFIDENTIAL, unless marked as non-confidential by the Centre which is strongly encouraged as per Article 10.4 of the CGIAR IA Principles)**

**A. Limited Exclusivity Agreements (LEAs)**

ILRI DID NOT CONCLUDE/ IS NOT IN THE PROCESS OF CONCLUDING ANY LEAs AS AT THE END OF 2015.

**B. Restricted Use Agreements (RUAs):**


NONE TO REPORT FOR 2015

**C. IP Applications (registrations/applications for patent or plant variety protection)**

NONE TO REPORT FOR 2015

*Prepared by ILRI IP and Legal Unit - Linda Opati – IP and Legal Counsel*

**Dated 29th February 2016 at ILRI NAIROBI KENYA**

Signed: 

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**Dr. Jimmy Smith**  
**DIRECTOR GENERAL**  
**ILRI**