**Checklist of main Center obligations**

**under the CGIAR Principles on the Management of Intellectual Assets (Principles)**

**and their Implementation Guidelines (IG)**

|  |  |  |
| --- | --- | --- |
| **Centers must follow appropriate internal procedures to ensure the following:** | **Article** | **Complied with** |
| **1. Center IA policies, guidelines and practices** |  |  |
| Are **consistent with the Principles** (and therefore reviewed and updated when the Principles are amended) | Art 9.2 Principles; Art 5 k) IG |  |
| Are made **publically available** | Art 9.2 Principles; Art 5 k) IG |  |
| **2. Center agreements** |  |  |
| All agreements involving IAs **concluded after March 7 2012** (and any amendment, renewals, or extensions involving new funding) comply with the CGIAR IA Principles, i.e. must maximize global accessibility of Intellectual Assets (IAs) and/or ensure that they lead to the broadest possible impact | Art 5, Art 6 and 9.1 Principles; Art 5 a) IG |  |
| Relevant agreements[[1]](#footnote-1) provide for the **prompt and broad dissemination of research results** (subject to confidentiality obligations… or subject to limited delays to seek IP Rights) | Art 6.1 Principles |  |
| **Limited Exclusivity Agreements** (as defined in the Principles) comply with the requirements of Art 6.2 of the Principles | Art 6.2 Principles |  |
| **Restricted Use Agreements** (as defined in the Principles) comply with the requirements of Art. 6.3 of the Principles | Art 6.3 Principles |  |
| The **Standard Material Transfer Agreement** (SMTA) is used in the cases listed in the IG under Art. 4 a)) and such transfers reported to the Governing Body of the International Treaty | Art 4 a) IG |  |
| In agreements that provide that Center charges **fees** for providing access to IAs (except PGRFA held in trust and placed within the purview of the International Treaty), the fees in question are reasonable | Art. 7 Principles and IG |  |
| **Terms** of agreements are understood, documented and complied with | Art 5 Principles and Art 5 b) and j) IG |  |
| **3. IP Right Protection** | Art 6.4 Principles |  |
| With regard to **IP rights that vest automatically** (e.g. copyright, moral rights, database rights, etc.), Center has asserted them in a way that maximizes and preserves global access. | Art. 6.4.1 Principles and Art 6.4 a) IG |  |
| With regard to **patents and/or plant variety protection**, Center has registered/ applied for them (or allowed third parties to register/apply for them) over the Center’s IAs only when this was necessary for the further improvement of such IAs or to enhance the scale or scope of impact on target beneficiaries, in furtherance of the CGIAR Vision. | Art 6.4.2 Principles and Art 6.4 b) IG |  |
| With regard to **trademarks**, Center has protected, or has considered protecting, its names and logos, and has registered, or considered whether to register, distinctive marks and signs (e.g. trademarks) for the products and/or services it produced. | Art. 6.4.1 Principles and Art 6.4 b) IG |  |
| **4. Additional sound IA management practices** | Art 5 Principles |  |
| The Center has a regularly updated **IP portfolio** which includes as a minimum all IP Rights registered by the Center (e.g. trademarks, patents, plant variety rights) | Art 5 c) IG |  |
| **Lab notebooks** and their equivalent are appropriately and regularly maintained and stored | Art 5 d) IG |  |
| A procedure exists and is followed for the **internal disclosure of all discoveries, inventions, and new plant releases** by Center staff… | Art 5 e) IG |  |
| Action is taken where appropriate to **pre-empt third party IP claims** | Art 5 f) IG |  |
| **IA audits** are carried out as appropriate | Art 5 g) IG |  |
| Center owns (where possible) the IP rights over IAs generated by staff, visiting scientists, consultants, students, and others | Art 5 h) IG |  |
| **IP Rights due diligence** is undertaken when relevant (particularly when activities such as product testing, development or commercialization are envisaged downstream) | Art 5 i) IG |  |
| **5. Farmers’ rights** |  |  |
| Center is aware of and **complies with applicable laws** protecting and promoting farmers’ rights | Art 3 Principles; Art 3 a) IG |  |
| Center, where possible, seeks to **work in ways that promote farmers’ rights** (see list of actions under Art 3 b) of IG) | Art 3 Principles; Art 3 b) IG |  |
| **6. Fees** |  |  |
| Where the Center has charged fees for providing access to its Intellectual Assets, this has not diverted the Center from fulfilling the CGIAR Vision and the revenue is used to support the CGIAR Vision and transparently reported in the regular financial reporting of the Center |  |  |
| **7. Center IA Report and Board assurance of compliance** |  |  |
| Center **completes its Center IA Report** for the preceding year based on the template included in Annex 3 of IG or (updated template provided by CO) and submits it to the Consortium **by the end of February** of the following year. This report contains all the information listed in the template: Part I contains general information regarding the implementation of the Principles and Part II contains information and justifications for **all** Limited Exclusivity Agreements, Restricted Use Agreements and IP Applications concluded /made by the Center. | Art 10.1.2 Principles; Art. 10 b) and Annex 3 IG |  |
| Center Board provides a written **assurance of compliance** with the CGIAR IA Principles over preceding year **by the end of April** of following year (cf. Art 10 a) IG for recommended language for assurance of compliance) | Art. 10.1.1 Principles; Art 10 a) IG |  |
| **8. Public disclosure** |  |  |
| Center includes appropriate information in **non-confidential part of Center IA Report** (cf. template in Annex 3 of IG) | Art 10.1.2 Principles; Annex 3 IG |  |
| Centers IA **policies and practices** are made public | Art 9.2 Principles; Art 5 k) IG |  |
| Center has used its best efforts to make publicly available **key information regarding the Limited Exclusivity Agreements and Restricted Use Agreements** it has concluded and has provided links to, or copies of, such key information, to the CO | Art 10.4 Principles and Art 10.4 d) IG |  |
| **9. Center capacity** |  |  |
| Center has the **capacity (staff or consultants)** required for the proper implementation of the Principles and an officially-designated **IP focal point** | Article 8.1 Principles and Art. 8 a) IG |  |

1. i.e. agreements that affect the way research results will be disseminated [↑](#footnote-ref-1)