



AfricaRice

Africa Rice Center IA Report for 2014

I. General information regarding the implementation of the CGIAR IA Principles during the preceding year (NOT CONFIDENTIAL)	
1. Legal/IP capacity at the Center;	AfricaRice Center has one full-time legal advisor who is also the IP focal point. Mrs. Rougie Thomasi has successfully completed WIPO'S DL001E beginners course and is now pursuing WIPO's free online Distance Learning Program on Intellectual Property DL101E 15S1. She has also engaged in several IP webinars organized by ACIPA and the CO. Even though staffing capacity is not yet fully sufficient, it is manageable because of the existing sharing of information phenomenon in AfricaRice
2. Any new or updated IP –related policies	The 2010 Publication Policy is currently under review.
3. Center's updated IP portfolio (containing at a minimum all IP Rights registered by the Center, or by third parties working with or on behalf of Centers; e.g. trademarks, patents, plant variety rights)	In 2014 we did not apply for a patent, trademark or Plant Variety rights. Regarding the applications filed in 2013 with ARIPO and OAPI for the AfricaRice name, AfricaRice logo and ARICA the process is almost finalized. We have received a <i>proces verbal</i> from OAPI that the application process is complete and hopefully before the end of 2015 we will receive the certificate of deposit. ARIPO confirmed that the registration process takes about 36 months for all the necessary approvals to be given by the different regulatory bodies in each country the application is made. The AfricaRice trademark name application in the USA has been finally approved in February 2015. Regarding the ARICA application the United States Patent and trade mark office (USPTO) made a time bound query which will be duly addressed before the deadline.
4. Any relevant information showing that the requirements laid down in Article 5 of the CGIAR IA Principles have been met	To achieve sound management of our intellectual assets the following best practices are in places: <ul style="list-style-type: none"> • When working with NARS and farmers the center is always mindful of the applicable laws protecting and promoting farmers' rights. • In 2014 AfricaRice executed with partners several MOUs, LOAs, agreements with universities and international organizations totaling approximately 77. • To maximize global access of intellectual assets generated through R&D activities, AfricaRice encourages scientists to make publications in peer-review journals. • All IP generated by AfricaRice staff, consultants, visiting scientists and students is owned by AfricaRice and this is indicated in all agreements. • All IP generated through joint collaboration with other institutions is jointly owned. • The public has access to our policies and the links of IA related policies approved in 2013 and 2014 are provided below <ul style="list-style-type: none"> ○ Management of intellectual assets ○ Open access and data management
5. Any relevant highlights, trends, cases studies, practices etc. that the Center would like to show case or share	In 2014, our experience with the CCAFS CRP was an intense and prolonged dialogue about the need for both the lead center and AfricaRice to jointly own the IP generated from the collaboration in line with CGIAR Principles on Intellectual Assets. A similar discussed ensued in the agreement on IBP tools by the Generation Challenge Program. Eventually both were resolved in line the CGIAR Principles on Intellectual Assets. In 2014 a total of 11,086 seed samples were distributed to 38 countries with 84 SMTAs in compliance with the International Treaty on Plant Genetic Resources for Food and Agriculture. A total of 860 accessions in 2014 from

	<p>Tanzania, Burundi, DRC and Cameroon are in the AfricaRice Gene bank. The Gene bank also received 11 donations from other institutions. Regarding the issue of fulfilling our reporting obligations to the Governing Body of the Treaty ,there was some misunderstanding about where to send the reports and this problem has finally been resolved and in March 2015 we have sent all our reports to the Governing Body of the Treaty.</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 Center which is strongly encouraged as per Article 10.4 of the CGIAR IA Principles)

A. Limited Exclusivity Agreements (LEAs)

LEA 1: [TITLE of LEA]	
1. <u>General information:</u> Indicate <u>title</u> of the agreement; name and address of contracting <u>parties</u> ; <u>date</u> of conclusion of the agreement (and its effective date if different) and the <u>duration</u> of the agreement;	AfricaRice did not conclude any Limited Exclusivity Agreement in 2014.
2. <u>Description of the exclusivity arrangements, including the Intellectual Asset(s) involved, the target beneficiaries, the rationale for how target beneficiary markets are reached through market segmentation and/or how any geographies are reached through splitting territories (including how boundaries are formulated); any market terms associated with the developed products/services (e.g., whether they will be provided royalty-free or at “reasonable cost” and, in this case, any information, if available, on how cost will be calculated) and the duration of the exclusivity;</u>	
3. <u>Justifications showing that requirements of Article 6.2 are met:</u>	
a. Explain why the exclusivity is necessary: <ul style="list-style-type: none"> either “<i>for the further improvement</i>” of the Intellectual Assets produced, in furtherance of the CGIAR Vision, or to “<i>enhance the scale or scope of impact on target beneficiaries, in furtherance of the CGIAR Vision</i>”; 	
b. Demonstrate that the exclusivity is “ <i>as limited as possible</i> ” (in duration, territory and/or field of use);	
c. Specify that the agreement contains a Research Exemption and indicate how the Intellectual Assets remain available, free-of-charge (except for actual costs or reasonable processing fees) or at a reasonable cost, in all countries for non-commercial research conducted by public sector organizations ¹ in furtherance of the CGIAR Vision; alternatively, if the agreement does not contain a Research Exemption, please include the request for deviation and the approval by the Consortium of such deviation under Article 6.2.2., or provide particulars concerning the third party restrictions permitted under Article 6.3.	

¹ **Public sector organizations** means government entities, such as national governments, national agricultural research institutions, publicly funded international agriculture research centers, and publicly funded educational institutions.

<p>d. Specify that the agreement contains an Emergency Exemption and indicate how the Intellectual Assets remain available, free of charge (except for actual costs or reasonable processing fees) or at a reasonable cost, in all countries, in the event of a national or regional Food Security Emergency² for the duration of the emergency; alternatively, if the agreement does not contain an Emergency Exemption, please include the request for deviation and the approval by the Consortium of such deviation under Article 6.2.2., or provide particulars concerning the third party restrictions permitted under Article 6.3.</p>	
<p>4. <u>Public disclosure:</u> Indicate whether there have been any public communications of key information regarding the Limited Exclusivity Agreement as per sub-section d) of the section on Reporting (article 10) above, and if so, confirm that all such communications have been made available to the Consortium Office.</p>	

LEA 2: [Title of LEA]	
<p>1. <u>General information:</u> Indicate <u>title</u> of the agreement; name and address of contracting <u>parties</u>; <u>date</u> of conclusion of the agreement (and its effective date if different) and the <u>duration</u> of the agreement;</p>	
<p>2. <u>Description of the project to which the agreement relates</u>, including its purpose;</p>	
<p>3. <u>Description of the exclusivity arrangements, including the Intellectual Asset(s) involved, the target beneficiaries</u>, the rationale for how target beneficiary markets are reached through market segmentation and/or how any geographies are reached through splitting territories (including how boundaries are formulated); any market terms associated with the developed products/services (e.g., whether they will be provided royalty-free or at “reasonable cost” and, in this case, any information, if available, on how cost will be calculated) and the duration of the exclusivity;</p>	
<p>4. <u>Justifications showing that requirements of Article 6.2 are met:</u></p>	
<p>a. Explain why the exclusivity is necessary:</p> <ul style="list-style-type: none"> ▪ either “for the further improvement” of the Intellectual Assets produced, in furtherance of the CGIAR Vision, ▪ or to “enhance the scale or scope of impact on target beneficiaries, in furtherance of the CGIAR Vision”; 	
<p>b. Demonstrate that the exclusivity is “as limited as possible” (in duration, territory and/or field of use);</p>	

² ‘**Food Security Emergency**’ means a food security related occurrence that poses imminent threat of a significant loss of human life and which is declared an “emergency” by a national government or a multilateral and internationally recognized institution based on generally accepted benchmarks, such as the ‘level 4 emergency’ or ‘level 5 catastrophe’ categories of the Integrated Food Security Phase Classification (IPC) (available at www.ipcinfo.org).

<p>c. Specify that the agreement contains a Research Exemption and indicate how the Intellectual Assets remain available, free-of-charge (except for actual costs or reasonable processing fees) or at a reasonable cost, in all countries for non-commercial research conducted by public sector organizations in furtherance of the CGIAR Vision; alternatively, if the agreement does not contain a Research Exemption, please include the request for deviation and the approval by the Consortium of such deviation under Article 6.2.2., or provide particulars concerning the third party restrictions permitted under Article 6.3.</p>	
<p>d. Specify that the agreement contains an Emergency Exemption and indicate how the Intellectual Assets remain available, free of charge (except for actual costs or reasonable processing fees) or at a reasonable cost, in all countries, in the event of a national or regional Food Security Emergency for the duration of the emergency; alternatively, if the agreement does not contain an Emergency Exemption, please include the request for deviation and the approval by the Consortium of such deviation under Article 6.2.2., or provide particulars concerning the third party restrictions permitted under Article 6.3.</p>	
<p>5. <u>Public disclosure:</u> Indicate whether there have been any public communications of key information regarding the Limited Exclusivity Agreement as per sub-section d) of the section on Reporting (article 10) above, and if so, confirm that all such communications have been made available to the Consortium Office.</p>	

B. Restricted Use Agreements (RUAs):

RUA 1:[Title of RUA]	
<p>1. <u>General information:</u> Indicate <u>title</u> of the agreement; name and address of contracting <u>parties</u>; <u>date</u> of conclusion of the agreement (and its effective date if different) and the <u>duration</u> of the agreement;</p>	AfricaRice did not conclude any Restricted Use Agreement in 2014.
<p>2. <u>Description of the project to which the agreement relates</u>, including its purpose and <u>the third party intellectual assets that are acquired and used under the agreement</u></p>	
<p>3. <u>Description of the downstream restrictions to the global accessibility of the products/services resulting from their use</u> (e.g. any confidentiality and/or exclusivity arrangements, etc.)</p>	
<p>4. <u>Justifications showing that requirements of Article 6.3 are met:</u></p> <ul style="list-style-type: none"> ▪ Indicate that, to the best of the Center's knowledge, no equivalent Intellectual Assets were available from other sources under no or less restrictive conditions; 	

<ul style="list-style-type: none"> ▪ Explain how <i>“the products/ services that are intended to result from the use of such third party Intellectual Assets will further the CGIAR Vision in the countries where they can be made available”</i>; ▪ Describe any measures taken to ensure that the third party Intellectual Assets are only used in relation to, or incorporated into, such intended products/services. 	
<p>5. <u>Public disclosure:</u> Indicate whether there have been any public communications of key information regarding the Restricted Use Agreement as per sub-section d) of the section on Reporting (article 10) above, and if so, confirm that all such communications have been made available to the Consortium Office.</p>	

RUA 2: [Title of RUA]	
<p>1. <u>General information:</u> Indicate <u>title</u> of the agreement; name and address of contracting <u>parties</u>; <u>date</u> of conclusion of the agreement (and its effective date if different) and the <u>duration</u> of the agreement;</p>	
<p>2. <u>Description of the project to which the agreement relates</u>, including its purpose and <u>the third party intellectual assets that are acquired and used under the agreement</u></p>	
<p>3. <u>Description of the downstream restrictions</u> to the global accessibility of the products/services resulting from their use (e.g. any confidentiality and/or exclusivity arrangements, etc.)</p>	
<p>4. <u>Justifications showing that requirements of Article 6.3 are met:</u></p>	
<ul style="list-style-type: none"> ▪ Indicate that, to the best of the Center’s knowledge, no equivalent Intellectual Assets were available from other sources under no or less restrictive conditions; 	
<ul style="list-style-type: none"> ▪ Explain how <i>“the products/ services that are intended to result from the use of such third party Intellectual Assets will further the CGIAR Vision in the countries where they can be made available”</i>; 	
<ul style="list-style-type: none"> ▪ Describe any measures taken to ensure that the third party Intellectual Assets are only used in relation to, or incorporated into, such intended products/services. 	
<p>5. <u>Public disclosure:</u> Indicate whether there have been any public communications of key information regarding the Restricted Use Agreement as per sub-section d) of the section on Reporting (article 10) above, and if so, confirm that all such communications have been made available to the Consortium Office.</p>	

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

IP APPLICATION 1: [Title]	
1. <u>General information:</u> Indicate type of IP (patent/plant variety protection); name; type of filing (including any provisional application); territory where protection was sought; duration; name of applicant and inventors/breeders, and when the IP Application is made by a Center, the approximate costs involved.	In 2014 AfricaRice did not apply for a patent or a plant variety protection.
2. <u>Description of protected subject matter</u>	
3. <u>Description of project to which the application relates</u>	
4. <u>Justifications showing that requirements of Article 6.4 are met:</u> Explain how the IP Application was “ <i>necessary for the further improvement of the Intellectual Assets or to enhance the scale or scope of impact on target beneficiaries, in furtherance of the CGIAR Vision</i> ”	
5. <u>Status of the application and progress of prosecution.</u>	

IP APPLICATION 2: [Title]	
1. <u>General information:</u> Indicate type of IP (patent/plant variety protection); name; type of filing (including any provisional application); territory where protection was sought; duration; name of applicant and inventors/breeders, and when the IP Application is made by a Center, the approximate costs involved.	
2. <u>Description of protected subject matter</u>	
3. <u>Description of project to which the application relates</u>	
4. <u>Justifications showing that requirements of Article 6.4 are met:</u> Explain how the IP Application was “ <i>necessary for the further improvement of the Intellectual Assets or to enhance the scale or scope of impact on target beneficiaries, in furtherance of the CGIAR Vision</i> ”	
5. <u>Status of the application and progress of prosecution.</u>	

Dated27th February 2015 atCotonou,Benin.
