



International Potato Center/Centro Internacional de la Papa
A Member of the CGIAR Consortium

The International Potato Center Intellectual Assets Report 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;	<p>Legal/IP capacity at the International Potato Center (CIP) is concentrated in the Grants and Contracts Unit (G&C Unit) located in the Headquarters in Lima. All agreements with legally binding obligations (except human resources and procurement agreements) are reviewed and negotiated by the G&C Unit. G&C Unit also plays an important role in support of the project lifecycle. The pre award support starts during the opportunity assessment step where the Principle Investigator's (PI) submits to the Project Notification Memorandum (PNM) Committee a PNM identifying the concrete funding opportunity along with the PI's plan to address the work and an initial evaluation of CIP's ability to make the research results publicly available. If the project is deemed in line with CIP's strategic objectives and technical and financial requirements, it receives a green light for proposal development. If the proposal is successful and CIP is awarded with the project, G&C Unit assists the PI in the review and to negotiation of the terms and conditions of the agreement. At this stage the agreement is verified for compliance, among others, with the CGIAR IA Principles and the CGIAR Open Access and Data Management Policy (CGIAR OADM Policy). Following the signature of the Agreement (step 4 in the Project Life Cycle, a start-up meeting is convened by the PI with the help of the G&C Unit inviting the relevant CIP departments whose input, collaboration and services are required for the implementation. As part of the agenda, the PI and meeting participants identify the types of intellectual assets that are expected from the project and agree on how these should be managed in accordance with the contractual obligations, the CGIAR IA Principles and the CGIAR OADM Policy. As part of the implementation step, following the start-up meeting, the G&C Unit drafts the sub-agreements for project partners and flows down the relevant and applicable obligations, including intellectual property related clauses, to research and/or implementation partners. Finally, the G&C Unit also prepares an agreement compliance matrix to communicate and facilitate the fulfilment of the terms and conditions of the donor agreement, for the follow up and closure of the project, including those related to the management of the intellectual assets developed in the project.</p> <p>Composition of the Grants and Contracts Unit</p> <ul style="list-style-type: none"> • <u>Michelle Rodrigo</u>, Head. Oversees the negotiation and drafting of all grants and contracts of the Center. Center IP focal point until 02 September 2013. Full time. • <u>Selim E. Guvener</u>, Compliance & Intellectual Assets Manager for CIP

	<p>and CGIAR Research Program on Roots, Tubers and Bananas. Lawyer. Joined CIP on 02 September 2013 and has taken over the role of IP focal point from Michelle Rodrigo. He is responsible for reviewing and vetting the compliance of all agreements and contracts with the CGIAR IA Principles. He is also taking active role in awareness raising and capacity building on the Center's legal, regulatory and contractual obligations. Full time, allocated 50% to CIP and 50% to CRP-RTB project management unit.</p> <ul style="list-style-type: none"> • <u>Flor Romero</u>, Contracts Manager. Full time. • <u>Maria Theresa Bellido</u>, Grants and Contracts Officer, lawyer. Full time. • <u>Javier Madalengoita</u>, CRP Contracts Manager, lawyer. Full time. <p>External support during 2014:</p> <ul style="list-style-type: none"> • <u>Dr Sean Butler</u>, Solicitor and lecturer in Law. Sean Butler continued to provide IP specific legal support to the Grants and Contracts team. Provides transaction advice, general IP training and support to the Head of G&C. • <u>Ms. Karishma Sundara</u>, Intern. University of Cambridge, Faculty of Law. Mrs Sundara interned at CIP for 6 weeks during July and August 2014 and worked on developing a standard prior informed consent form, a standard invention disclosure form and provided a study on the rights of the joint owners of plant breeders rights in different jurisdictions.
2. Any new or updated IP – related policies	<p>CIP's Intellectual Property Rights Policy, Code of Conduct Policy and the CGIAR IA Principles are publicly available on the CIP website at: http://cipotato.org/about-cip/policies/</p> <p>In 2014 CIP prepared a brief document called “Basic Intellectual Property Conditions for Agreements”. This document is sent out to donors and partners at the initial stages of contact, such as the proposal submission or decision to jointly explore collaboration opportunities. The one page document provides information about CIP's obligations and examples of acceptable and non-acceptable IP conditions. The main purpose of the document is to inform donors and partners at an early stage to avoid lengthy negotiations and thus delays at agreement negotiations phase. A copy of the document is provided as Annex 1.</p>
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)	<p>The Center had one registered trademark. The mark “CENTRO INTERNACIONAL DE LA PAPA” (with logo) was registered in Peru with Certificate no: 36113 valid until 17 August 2014, as Class 42 “potato research” under the International Classification.</p> <p>At the renewal, the trademark was updated as “CENTRO INTERNACIONAL DE LA PAPA CIP A MEMBER OF THE CGIAR CONSORTIUM” together with the updated logo. The updated trademark is registered under class 42 as “biological, environmental, scientific research for development of new products related to potato, sweetpotato and other roots and tubers”.</p> <p>The Center doesn't hold any other trademarks, patents or plant variety rights.</p> <p>The Center is aware of only one case where a third party obtained plant variety rights on material which was a product of the Center's breeding program. The concerned party is the Instituto Nacional de Inovacion Agraria</p>

(INIA), the Peruvian public agricultural research institute, who obtained a UPOV type plant breeders right (PBR) over a CIP bred material released in Peru by INIA under the name of “Antenita”. The case was discussed with various INIA officials at the highest level and was referred to INDECOPI, the agency responsible for issuing PBR certificates prior to the issuance of the certificate. Despite assurance from INIA that the application will be dropped, the registration was completed in November 2014.

A similar application by INIA is currently under DUS (Distinctiveness, Uniformity, Stability) testing phase for the sweetpotato variety, “Benjamin”, which was also a product of CIP’s genetic improvement team.

These two cases are closely followed by CIP and new strategies are being reviewed for remedial and preventive action for future misappropriation of CIP bred varieties.

The Center did not allow and is not aware of any third parties who obtained any patents, trademarks or plant variety rights on the Center’s intellectual assets other than those listed herein.

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

Open access repositories and archives for publications:

The digital versions of the CIP publications are publicly available and classified according to the types of publication:

Table 1: Type of publications and Open Access Location.

Type of publication	Digital location
Working Papers	http://cipotato.org/resources/publications/working-paper
Journals	http://cipotato.org/resources/publications/journal
Books	http://cipotato.org/resources/publications/book
Catalogues	http://cipotato.org/resources/publications/catalog
Manuals	http://cipotato.org/resources/publications/manual
Videos	http://www.youtube.com/user/cipotato1?feature=watch
Photographs	http://www.flickr.com/photos/cipotato_photos/
Factsheets	http://cipotato.org/resources/publications/fact-sheets-flyer-leaflet
Brochures	http://cipotato.org/resources/publications/brochure
Posters	http://cipotato.org/resources/publications/poster
Cards	http://cipotato.org/resources/publications/cards

All CIP Videos are available Open Access at TuberTube: <http://cipotato.org/video/>

Articles by CIP staff published in third party journals are curated by a third party application named Scoop.it and are available on CIP’s website via a live link which redirects to: http://www.scoop.it/t/articles-published-by-cip-staff?sc_source=http%3A%2F%2Fcipotato.org%2Fresources%2Fpublications

In 2014 CIP staff published 80 articles in peer reviewed journals. 35 of these articles were published in journals who define themselves as open access. The compatibility of these open access journals with the CGIAR OA and Data Management Policy (notably regarding the timing of open access) has not been verified. The table below provides the outlook of scientific publications produced by CIP Staff in 2014.

Table 2: CIP staff publications in 2014

CIP Staff Publications 2014		
Journal Articles		80
Books (Includes CIP in house Pubs)		25
Book Chapters		10
Conference Papers & Posters		65
Total		180

Journal Articles	Total	Open Access
ISI Thomson	52	13
Non-ISI Thomson	28	22
Total	80	35

CIP also curates a number of publicly accessible databases and software. Examples are provided in the following table:

Table 3: Open Access Databases and Software produced by CIP

Database name	Digital location
CIP Germplasm Passport and Evaluation Database:	https://research.cip.cgiar.org/confluence/display/cpx/Germplasm+Passport+and+Evaluation+Data+Search
Inter-genebank Potato Database	https://research.cip.cgiar.org/confluence/display/IPD/Home
The Sweetpotato Gene Index	https://research.cip.cgiar.org/confluence/display/SPGI/Home
The Insect Lifecycle Modelling Platform:	https://research.cip.cgiar.org/confluence/display/ilcym/Home
The Global Trial Data Management System:	https://research.cip.cgiar.org/confluence/display/GDET4RT/Home
The Catalogue of CIP Potato Varieties (searchable)	https://research.cip.cgiar.org/red_varie/pages/home.php
The Catalogue of CIP Advanced Clones (searchable)	https://research.cip.cgiar.org/redlatinpapa/pages/home.php?lg=en
CIP Germplasm Ordering System	https://research.cip.cgiar.org/smta/search1.php
PotatoGENE	https://research.cip.cgiar.org/confluence/display/potatogene/Home
Potato Gene Identity Kit	https://research.cip.cgiar.org/confluence/display/IPD/SSR+Marker
DIVA-GIS	https://research.cip.cgiar.org/confluence/display/divagis/Home
GIS	https://research.cip.cgiar.org/gis/index.php
The World Potato Atlas	https://research.cip.cgiar.org/confluence/display/wpa/Home
The World Sweetpotato Atlas	https://research.cip.cgiar.org/confluence/display/wsa/Home
The Wild Potato Species Atlas	https://research.cip.cgiar.org/genebankdb/modules/wpsa_old/

Sweetpotato specific information, data and knowledge

All information generated by CIP's research and development activities related to sweetpotato is shared in the sweetpotato knowledge portal available at <http://sweetpotatoknowledge.org/>. Although this portal is curated by CIP the content is uploaded by users and practitioners from around the world and thus owners of the content can define if their information shall be available as open access.

Institutional Open Access Repositories

Efforts are currently underway for the establishment of CGIAR OADM Policy compatible Publications and Data repositories. The Knowledge Management Committee is overseeing the review and drafting of the CIP Knowledge Management Policy and data management guidelines as well as the identification of the most appropriate software platforms for the repositories.

Adoption of creative commons licensing:

The Center applies Copyright notices on all of its publications and in 2013 started using Creative Commons Attribution or Creative Commons Attribution – Non Commercial licenses.

For an example of the use of Creative Commons Licensing on our Flickr page, please see here

http://www.flickr.com/photos/cipotato_photos/5926743896/sizes/o/
<http://www.flickr.com/photos/106872707@N03/12633921583>

Publications which do not contain a creative commons license contain the following notice which is compliant with CIP's Publications Framework Policy (November 2011):

“CIP publications contribute important development information to the public arena. Readers are encouraged to quote or reproduce material from them in their own publications. As copyright holder CIP requests acknowledgment and a copy of the publication where the citation or material appears. Please send a copy to the Communications and Public Awareness Department at the address below”.

The Center's practice in dealing with ownership of IA in its contracts with employees and consultants

The Center keeps ownership (to the extent permitted by law) of intellectual assets created by employees and consultants during the performance of their contractual duties. By keeping ownership, CIP aims to achieve a prompt and controlled release of the intellectual assets in the public domain in order to establish prior art and thus to pre-empt intellectual property applications by third parties. The standard language used in employment agreements and consultancy contracts reads as follows:

“Intellectual property developed while contracted by CIP, remains the property of CIP. Any information, materials, technologies, and/or other knowledge provided to you, or developed during the present collaboration, shall be kept in strict confidence, is the property of CIP, and remains so on

the conclusion of this contract.”

Information on the Center’s agreement database with relevant information on parties, duration, material terms and conditions, restrictions, licenses, IA involved and compliance obligations

IPR Portfolio:

Due to the existence of only one registered intellectual property right (see above regarding CIP’s trade mark), the Center doesn’t keep an Intellectual Property Rights portfolio. The Center is however in negotiations with a third party service provider for the purchase and customization of an Intellectual Property Management Software which will provide online invention disclosure, intellectual assets management, intellectual property rights management, licensing and related legal and administrative management capabilities. The software company identified for negotiations is IPfolio (<http://www.ipfolio.com>).

Restricted Project Database:

G&C keeps a database containing information about the content and the terms and conditions of each funding or partner agreement signed by the Center. All new agreements require IP clearance from the Compliance and Intellectual Assets Manager. In 2014 CIP started 23 new bilateral projects and entered into one new Program Participant Agreement for the CRP Dryland Systems.

With the anticipated incorporation of G&C Unit into One Corporate System (OCS) Agreement module in 2015 the G&C database is expected be replaced by the agreement management platform under OCS which has been customized for the identification of IP related terms and conditions.

G&C Compliance Matrix:

Following the signature of the Agreement, and in advance of the start-up meeting, G&C prepares a Compliance Matrix (in MS Excel format) which summarizes, among others, the clauses and obligations related to intellectual property management in the project. The Compliance Matrix is used as a monitoring tool during project implementation and closure.

Germplasm:

The Genebank, the Breeding Programs and the Germplasm Acquisition and Distribution Unit keep their own databases containing germplasm accessions and trial data held by the Center.

The Global Trial Data Management System is available here:

<https://research.cip.cgiar.org/confluence/display/GDET4RT/Home>

The Passport and Attributes Data for the germplasm held at CIP is available here:

<http://intranet.cip.cgiar.org/appdb/research/Div2GRCC/SEARCH/search.asp>

Example of Center invention disclosure practices

Currently the Center doesn’t have an overall invention disclosure mechanism. Science leaders are monitoring proper collection of data, documentation and inventory of new discoveries, and publication of CIP’s research results. Laboratory notebook and field note books are maintained and digitalized. Ms Karishma Sundara, an intern from the University of Cambridge, U.K., provided an initial work on the design of an institutional invention disclosure

form during her internship in July and August of 2014. This form was presented to senior science and operations leaders for their input. The form is expected to serve as the basis for the online invention disclosure mechanism to be integrated in the IP management software.

Pre-emptive IP strategies such as publications or defensive IP applications

CIP promptly and broadly publishes its research results in order to pre-empt false appropriation of its intellectual assets by third parties.

All international Germplasm transfers are made with an Standard Material Transfer Agreement which only allows for research, breeding and training with the material. The Center request information to be provided by all recipients on the results of their research and breeding activities. However CIP doesn't have the responsibility or the capacity to monitor compliance with the terms of the SMTA.

Up to 2014, CIP was not aware of any IP application by third parties on its intellectual assets and therefore the Center didn't opt for any defensive IP applications. The emergence of cases of Plant Breeders Rights applications on the products of CIP's genetic improvement program is being carefully monitored and possible pre-emptive IP strategies, including defensive IP applications are currently being evaluated.

Center audit practices & due diligence measures taken

The Center doesn't have an established center-wide intellectual assets audit mechanism. The intellectual assets that are expected from a research or development project are monitored at the project level by G&C Unit (as explained above by the G&C Agreement Tracker and the G&C Agreement Compliance Matrix) and by the Science Leaders.

Agreement due diligence is done by the Compliance and Intellectual Assets Manager. Scientists are requested to identify and verify the freedom to operate for the use of any third party material which will be used by CIP. The Compliance and Intellectual Assets Manager provides review and guidance for the acquisition and use of any third party intellectual asset which may be protected by IP rights.

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

Highlights of IP training programs undertaken by the Center

CLIPnet IP training, annual meeting and other CGIAR meetings:

CIP IP Focal Point (Compliance and Intellectual Assets Manager) participated in all of the CLIPnet masterclasses organized by the Consortium in 2014. A number of these masterclasses were also of interest to non-IP professionals such as scientists and operations staff and in such instances CIP participated to the masterclasses as a group with the videoconferencing facilities.

In July 2014, CIP participated to the CLIPnet Annual Meeting held at CIMMYT in Mexico.

In March 2014, CIP hosted the Annual Meeting of the CGIAR Knowledge Management Community of Practice. CIP's Compliance and Intellectual Assets Manager provided a presentation to the participants on the legal aspects of Open Access.

Training offered by external consultants:

Michelle Rodrigo and Selim Guvener participated and benefitted from the IP Masterclasses delivered by CIP's external IP Counsel Dr Sean Butler, together with IITA, ICRAF and WorldFish. These monthly masterclasses focus on one topic of interest related to intellectual assets management at the centers. They also foster a small community of practice covering IP and grants and contracts topics among the Centers as they tend to be very interactive.

In June 2014, Michelle Rodrigo (head of G&C Unit) and Selim Guvener (Compliance and Intellectual Assets Manager) participated to an IP workshop held at Cambridge University, UK for the Center IP Focal Points of CIP, IITA, WorldFish, and ICRAF. The workshop was organized around thirteen sessions on the topic of general contractual agreements, CRPs and IA Principles and Guidelines. In the course of four days, Dr. Sean Butler organized presentations and visits to enhance understanding of IA management requirements under the new CGIAR IA Principles. The group was able to identify common challenges around the project life cycle and share best practices and tools. The group also received a crash course on plant breeding from a Plant Breeder at the National Institute of Agricultural Botany (NIAB) which helped the lawyers get more familiarized with the techniques of plant breeding as well as registration and release process of new varieties in the UK. The group also visited the NIAB Innovation Farm, learned about their activities and their field demonstrations practice for visitors.

Internal IP awareness raising and presentations:

During January 2014 a series one to one interviews with CIP scientists have been held by the Compliance and Intellectual Assets Manager as well as our external IP consultant. These interviews aimed at identifying the types of research results that are coming out of the Centers diversified range of research and development activities. The interviews also served as important awareness raising activities on the CGIAR Intellectual Assets Principles.

Presentations at CIP Annual Board and Science Meetings:

During the 2014 CIP Board Week held at the Headquarters in November 2014, the Compliance and Intellectual Assets Manager gave a one hour presentation on the Intellectual Property and Intellectual Assets Management followed by a Q&A session attended by all CIP Internationally Recruited Scientists and Senior Management present at the Head Quarters.

A separate presentation was provided by the Compliance and Intellectual Assets Manager on the interactions of the Convention on Biological Diversity, The Nagoya Protocol and the International Treaty on Plant Genetic Resources for Food and Agriculture at the occasion of the entry into force of the Nagoya Protocol.

Joel Ranck, (Head of Communications and Public Awareness Department) and Amalia Perochena, (Executive Officer of the Director General) presented a seminar on the current efforts at CIP relating to Open Access, knowledge and Data Management in light of the CGIAR OADM Policy and associated guidelines.

David Ellis (Head of Genebank) and Selim Guvener (Compliance and Intellectual Assets Manager) organized a two hours workshop on compliance with the International Treaty on Plant Genetic Resources for Food and Agriculture as a side event to the Annual Science Meeting.

As the IP Focal Point, the Compliance and IA Manager also provided an update the Center Board of Trustees during the Board week as an agenda item of the Board Meeting. As a general policy, any Intellectual Property Application on the Center's Intellectual Assets (by the Center or an authorization for a third party to apply) is considered as an action out of the ordinary business of the Center. Therefore any such action requires the approval of the Board of Trustees. At its November 2013 meeting, the Board of Trustees was informed about a number of potential partnerships which may consider intellectual property protection. In the absence of clear data on how such projects may serve for further improvement or the centers intellectual assets or enhance the scale and scope of impact on target beneficiaries by means of intellectual property protection, the Board requested the management to follow up on the proposed partnerships, but to refrain from entering into any agreement which will require CIP to apply or allow third parties to apply for intellectual property rights.

Other training events and CIP participation to external IP related events.

In November and December 2014 Dr Brendan Tobin from Griffith University Law School, Australia and the Australian Center for Intellectual Property in Agriculture (ACIPA) visited CIP on multiple occasions and conducted interviews with scientists and operations team. Selim Guvener (Compliance and Intellectual Assets Manager) was the main contact person for these visits. The visits culminated in a Seminar provided by Dr Tobin and responded by Mr. Preston Hardison (Senior Policy Analyst – Tulalip Tribes) on access and documentation of tradition knowledge associated with genetic resources. Approximately 70 CIP staff from HQ participated to the seminar, which was also recorded and made available to CIP staff in the regions.

In November 2014 CIP participated to the Plant Breeders Rights training organized by the Peruvian National Institute of Intellectual Property and Consumer Protection (INDECOPI) and the UPOV Secretariat. CIP was represented by Selim Guvener (Compliance and Intellectual Assets Manager) and Ivan Manrique (Curator, CIP Genebank). CIP provided a short overview of its activities and the management of intellectual assets to the participants of the training event.

In 2014 CIP continued to send a permanent representative with voting rights to the Peruvian National Commission Against Biopiracy (<http://www.biopirateria.gob.pe>), a commission established by Law for combating international biopiracy and misappropriation of the traditional knowledge of indigenous and farming communities. The commission's work includes the monitoring of patent applications worldwide and contesting applications which are related to biopiracy or misappropriation of Peruvian genetic resources and/or traditional knowledge.

In 2014, the large majority of CIP scientists (if not all of them) are aware of the existence of the CGIAR IA Principles and developed basic understanding of their requirements. This general awareness raising is visible from the sharp rise in the amount of questions that are being addressed to the Compliance & Intellectual Assets Manager.

CGIAR Research Program on Roots Tubers and Bananas (RTB)

All RTB Program Participant Agreements contain adequate clauses that require the program participant to comply with the CGIAR IA Principles and the CGIAR OADM Policy. As the Lead Center CIP doesn't obtain IP rights or require any license to be provided to CIP unless CIP is involved in the creation of the intellectual asset. It is the responsibility of the program participant to comply with the provisions, in the absence of which CIP may initiate the standard contractual remedial action for non-compliance with funding terms and conditions.

CIP Compliance and Intellectual Assets Manager position has 50% of its time dedicated to RTB project management unit (PMU). This enables RTB to provide legal support to RTB partners when requested. In 2014 the PMU received two support requests, one from IITA and another one from CIRAD. RTB also fosters a small and informal community of practice among the IP Focal points of the RTB program participants. However the existing workload of each IP Focal point limits the capacity of the community of practice.

In August 2014, CIP headquarters in Lima hosted the first RTB Program Advisory Committee (PAC) meeting. During this meeting a special session was allocated to Intellectual Assets management and Open Access in RTB. Members of the PAC were briefed about RTB program participants compliance obligations under the existing CGIAR rules and national and international legislation as well as the intellectual assets management methods adopted by the PMU.

Case studies on how a Center developed a unique practice in the field of farmers' rights and traditional knowledge in the country where it is situated

In 2014, CIP Genebank and the Genetic Resources Unit continued and strengthened their ongoing partnerships and collaborative work with local farmer communities in the Andes region. CIP recognizes these communities as the guardians of the genetic diversity of potatoes, sweetpotatoes and Andean roots and tuber crops (its mandated crops) and aims at promoting and supporting their work.

Collaboration with the Parque de la Papa (the Potato Park), Pisac, Peru:

In 2014 CIP continued to foster its collaboration with the Potato Park communities. A number of experiments, notably regarding the effects of Climate Change and associated biotic and abiotic stresses are being realized in collaboration with the farming communities and the Andes Association. This practice reflects the support of CIP to farmer communities who are the true guardians of the biological diversity. It also fosters the exchange of information and knowledge between scientists and traditional farmers. The repatriation of clean, virus and pathogen free germplasm is an example of direct benefit sharing with the farmers. You can read a nice story about this event here:

“Why the future belongs to the potato” released by ABC Rural, Australia.

<http://www.abc.net.au/news/2013-12-04/native-potato-cip-international-centre-peru/5096840>

CIP's work with local farmer communities and its contribution to the

realization of Farmers' Rights has also been reported in the CGIAR Consortium blog post authored by Kay Chapman "Old knowledge and new science: using traditional knowledge in CGIAR research" available here: <http://www.cgiar.org/consortium-news/old-knowledge-and-new-science-using-traditional-knowledge-in-cgiar-research/>

Establishment of AGUAPAN:

In 2014 CIP collaborated with the Peruvian Institute of Environmental Law (<http://www.spda.org.pe/>), the Instituto Nacional de Innovación Agraria (<http://www.inia.gob.pe/>) and the Grupo Yanapai (<http://www.yanapai.org>) for the establishment of AGUAPAN, a farmers' association for farmers cultivating native potato varieties and thus preserving the biological diversity of potato in the Peruvian Andes. The association's main objective is to encourage the self-administration of a small benefit sharing fund provided by European Potato Seed Companies.

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)

In 2014, the Center didn't conclude any Limited Exclusivity Agreements.

A. Limited Exclusivity Agreements (LEAs)	
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;	
2. <u>Description of the project to which the agreement relates</u> , including its purpose;	
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 " <i>reasonable cost</i> " and, in this case, any information, if available, on how cost will be calculated) and the duration of the exclusivity;	
4. <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 <i>Intellectual Assets produced, in furtherance of the CGIAR Vision</i>, ▪ 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.	
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 ² 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.	
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.	

B. Restricted Use Agreements (RUAs):

In 2014, the Center didn't conclude any Restricted Use Agreements.

RUA 1: [Title of RUA]	
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;	
2. <u>Description of the project to which the agreement relates</u> , including its purpose and <u>the</u>	

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.

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).

<u>third party intellectual assets that are acquired and used under the agreement</u>	
3. <u>Description of the downstream restrictions to the global accessibility of the products/services resulting from their use (e.g. any confidentiality and/or exclusivity arrangements, etc.)</u>	
4. <u>Justifications showing that requirements of Article 6.3 are met:</u>	
<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; ▪ 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. 	<i>e.g. Best efforts have been made through [Center's] laboratory, greenhouse and field management to ensure the handling of these IA by [Center's] scientists only to develop xx varieties.</i>
5. <u>Public disclosure:</u> Indicate whether there have been any public communications of key information regarding the Restricted Use Agreement as per subsection 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.	

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

In 2014, the Center obtained one registered IP Right which is the renewal and updating of its own trademark in Peru. Information regarding this application is provided in Section 3 above. As Principle 6.4.2 defines IP Applications as patents and /or plant variety protection only (thus excluding trademarks), the details of the Trademark renewal are not provided in this section.

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.	<i>"e.g. PLANT VARIETY PROTECTION over..."</i>
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>	

Dated 28 February 2014 at Lima, Peru.

Annex 1: Basic Intellectual Property Conditions for Agreements

International Potato Center Basic Intellectual Property Conditions for Agreements

As part of the CGIAR, CIP is bound by the CGIAR Principles on the Management of Intellectual Assets³ ("CGIAR IA Principles"). CIP is required to demonstrate a sound management of its intellectual assets which are defined as *all results or products* of its research and development activities whether or not protected by intellectual property rights ("Intellectual Assets"). In general CIP should always retain the right to make its Intellectual Assets available to the public, especially in developing countries.

The following provisions are acceptable to CIP for ownership of Intellectual Assets:

- Intellectual Assets are owned by CIP; or
- Intellectual Assets are jointly owned on the basis that CIP may use the Intellectual Assets freely without approval from the co-owners; or
- Intellectual Assets are owned by the partners on the basis that CIP has a non-exclusive, royalty-free unlimited licence to use and disseminate the Intellectual Assets freely without further approval from the owner;

If the transaction involves granting of exclusivity over CIP Intellectual Assets, it can only be limited (Limited Exclusivity Agreement under the CGIAR IA Principles), and:

- the transaction must be notified by CIP to the CGIAR;
- the exclusivity must be the minimum exclusivity that could be agreed;
- CIP must also inform the CGIAR about the grounds for granting the Limited Exclusivity, known as "Justifications";
- CIP is required to make publicly available key information regarding the transaction;
- The CGIAR will also make key information public, and include information in its Annual Report.

In general, the following provisions are not acceptable to CIP:

- the Intellectual Assets belong to the other party exclusively;
- the existence of the agreement cannot be made public;
- key information about the contents of the agreement cannot be made public;
- the agreement prevents CIP from working with anyone else in the same field for the duration of the agreement;

If there are likely to be any protectable results, e.g. patent or plant variety rights, these must be "carefully considered" by CIP before any IP rights applications can be made over CIP's intellectual assets.

Further information can be obtained from:

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³ Available at the following link.

http://www.cgiarfund.org/sites/cgiarfund.org/files/Documents/PDF/cgiar_principles_management_intellectual_assets_7march_2012.pdf