

## IFPRI IA Report for 2014

<b>1. General information regarding the implementation of the CGIAR IA Principles during the preceding year (NOT CONFIDENTIAL)</b>	
1. Legal/IP capacity at the Center;	<b>IFPRI does not have an in house counsel but relies on the advice of its corporate lawyers (Morgan Lewis &amp; Bockius) on an as needed basis. Morgan Lewis has been IFPRI's corporate legal advisors since its inception and is a large practice with office worldwide.</b>
2. Any new or updated IP –related policies	<b>None</b>
3. Center's updated <b>IP portfolio</b> (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)	<b>See Attachments</b>
4. Any relevant information showing that the requirements laid down in Article 5 of the CGIAR IA Principles have been met	<p>All project proposals to donors and contracts with research partners are screened by the originating research division at IFPRI and IFPRI's finance unit to ensure there are no compromising clauses relating to intellectual property rights.</p> <p>The contracts issued by IFPRI include appropriate wording on intellectual property rights. Below are extracts from IFPRI and HarvestPlus contracts:</p> <p><b>IFPRI</b></p> <p>2. Copyright and Ownership of the Work All Intellectual Property developed during the period of contract and related to the IFPRI contract terms of reference shall be jointly owned by IFPRI and Collaborator. Such joint ownership shall continue after termination of contractual relationship, with regards to Intellectual Property developed while working under the contractual relationship with IFPRI. IFPRI shall have full, unrestricted rights in its use of such joint property. The Collaborator will also hold and may exercise their ownership rights; such rights shall be exercised in a manner consistent with the basic spirit of the IP policy position of IFPRI.</p> <p><b>HarvestPlus</b></p> <p>3. Intellectual Property (a) Definitions "Program Intellectual Property" means and includes all technical information, inventions, plant cultivars, plant varieties, developments, discoveries, concepts, software, manuscripts, know-how, methods, techniques, formulae, data, processes, logos, and other proprietary ideas, whether or not patentable or copyrightable, that are first conceived, discovered, developed, or reduced to practice by the Collaborator during the course of the Project. As used herein, "Developing Countries and Territories" refer to a country or territory listed in the "Development Assistance Committee (DAC) List of Aid Collaborators – As at 1 January 2003, Part I: Developing Countries and Territories (Official</p>

Development Assistance)”, a copy of which is available in Exhibit 3 and at [www.oecd.org/dac/stats/daclist](http://www.oecd.org/dac/stats/daclist). In general, Developing Countries and Territories are countries and territories with a low income average, a relatively undeveloped infrastructure and a poor human development index when compared to the global norm. As used herein, “More Developed Countries and Territories” means all countries and territories not included in the list of Developing Countries and Territories as defined immediately above. In general, More Developed Countries and Territories are countries and territories with a modern infrastructure (both physical and institutional) and economic systems based on continuous, self-sustaining economic growth.

(b) Reporting of Program Intellectual Property

Collaborator shall in a timely manner provide the Director of the Program with a complete written disclosure of all Program Intellectual Property.

(c) Ownership of Program Intellectual Property

Unless a separate agreement by the parties specifies otherwise, ownership of the rights to the Program Intellectual Property shall be owned by the Collaborators that developed it, subject to conditions specified herein. Any and all costs and fees associated with obtaining and maintaining any intellectual property protection for the Program Intellectual Property, such as via patents or copyrights, shall be the sole responsibility of the Collaborator.

(d) Access and Licensing of Program Intellectual Property

Regardless of the ownership of Program Intellectual as specified under 3(c), Collaborator shall grant to CIAT/IFPRI a royalty free, irrevocable, perpetual, worldwide, non-exclusive license to use the Program Intellectual Property in any and all of its/their own programs for non-commercial purposes only. In addition, Collaborator shall grant to CIAT/IFPRI a royalty free, irrevocable, perpetual, worldwide, non-exclusive right to sublicense any and all present and future collaborators of the Program the right to use the Program Intellectual Property for any and all current and future projects of the Program for non-commercial purposes only.

This Section 3(d) shall survive termination of this Agreement.

(e) Commercialization of Program Intellectual Property

It is recognized by the Collaborator that the Project will generate predominantly international public goods, particularly for use in the Developing Countries and Territories. However, subject to the conditions herein, Collaborator shall have the right to commercialize the Program Intellectual Property in one or more of the More Developed Countries and Territories, as defined above. If Collaborator seeks to commercialize the Program Intellectual Property, then Collaborator must submit a written commercialization plan (the “Commercialization Plan”) for each commercialization opportunity to the Director of the Program for review.

The Director of the Program shall have 90 days within which to provide Collaborator with instructions, if any, for amending the Commercialization Plan. Collaborator will consider the instructions and either revise the Commercialization Plan accordingly or enter into discussions with the Director of the Program regarding reaching a compromise on revising the Commercialization Plan. Collaborator will then submit a Revised Commercialization Plan to

	<p>the Director for further recommendations and/or approval. If no response is received from the Project Director within 90 days, then licensing/commercialization may proceed. The PAC shall retain authority to approve licensing/commercialization arrangements up to five years after a patent is granted to Collaborators. If HarvestPlus is terminated as a program within this five-year time frame, the PAC may assign authority to approve licensing/commercialization to an appropriate non-profit entity.</p> <p>This Section 3(e) shall survive termination of this Agreement.</p> <p>(f) Royalties Collaborator shall pay 4% of the gross receipts, or some other percentage that will be negotiated, realized from the commercialization of the Program Intellectual Property in the More Developed Countries and Territories in accordance with the commercial objectives of the Commercialization Plan. Such payment will be made on a yearly basis and shall be sent to the Project Manager payable to either IFPRI or CIAT, depending on the Project Manager's parent organization. This Section 3(f) shall survive termination of this Agreement. The royalty payments will be used to further the goals of the Program.</p> <p>(g) Respect of Third Party IP rights Collaborator agrees to respect the intellectual property and proprietary rights of others, for any and all methods, materials and other goods which are used in conjunction with this Agreement.</p>
5. Any relevant highlights, trends, cases studies, practices etc. that the Center would like to show case or share.	N/A

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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;	<b>IFPRI did not make any limited exclusivity agreements or bilateral use agreements during 2014.</b>
2. <u>Description of the project to which the agreement relates</u> , including its purpose;	N/A
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;	N/A

4. <u>Justifications showing that requirements of Article 6.2 are met:</u>	N/A
a. Explain why the exclusivity is necessary: <ul style="list-style-type: none"> <li>either “<i>for the further improvement</i>” of the <i>Intellectual Assets produced, in furtherance of the CGIAR Vision</i>,</li> <li>or to “<i>enhance the scale or scope of impact on target beneficiaries, in furtherance of the CGIAR Vision</i>”;</li> </ul>	N/A
b. Demonstrate that the exclusivity is “ <i>as limited as possible</i> ” (in duration, territory and/or field of use);	N/A
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 <sup>1</sup> 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.	N/A
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 <sup>2</sup> 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.	N/A
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.	N/A

**LEA 2: [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;	N/A
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<sup>1</sup> **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.

<sup>2</sup> ‘**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](http://www.ipcinfo.org)).

2. <u>Description of the project to which the agreement relates</u> , including its purpose;	N/A
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;	N/A
4. <u>Justifications showing that requirements of Article 6.2 are met:</u>	N/A
a. Explain why the exclusivity is necessary: <ul style="list-style-type: none"> <li>either “<i>for the further improvement</i>” of the <i>Intellectual Assets produced, in furtherance of the CGIAR Vision</i>,</li> <li>or to “<i>enhance the scale or scope of impact on target beneficiaries, in furtherance of the CGIAR Vision</i>”;</li> </ul>	N/A
b. Demonstrate that the exclusivity is “ <i>as limited as possible</i> ” (in duration, territory and/or field of use);	N/A
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.	N/A
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.	N/A
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.	N/A

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;	<b>IFPRI did not make any restricted use agreements during 2014.</b>
2. <u>Description of the project to which the agreement relates</u> , including its purpose and the <u>third party intellectual assets that are acquired and used under the agreement</u>	N/A
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.)	N/A
4. <u>Justifications showing that requirements of Article 6.3 are met:</u>	N/A
▪ 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;	N/A
▪ 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> ;	N/A
▪ 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.	N/A
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.	N/A

RUA 2: [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;	N/A
2. <u>Description of the project to which the agreement relates</u> , including its purpose and the <u>third party intellectual assets that are acquired and used under the agreement</u>	N/A
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.)	N/A
4. <u>Justifications showing that requirements of Article 6.3 are met:</u>	N/A


<ul style="list-style-type: none"> <li>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;</li> </ul>	N/A
<ul style="list-style-type: none"> <li>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>;</li> </ul>	N/A
<ul style="list-style-type: none"> <li>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.</li> </ul>	N/A
<p>5. <u>Public disclosure</u>:</p> <p>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>	N/A

IP APPLICATION 1: [Title]	
<p>1. <u>General information</u>:</p> <p>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.</p>	N/A
2. <u>Description of protected subject matter</u>	N/A
3. <u>Description of project to which the application relates</u>	N/A
<p>4. <u>Justifications showing that requirements of Article 6.4 are met</u>:</p> <p>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></p>	N/A
5. <u>Status of the application and progress of prosecution.</u>	N/A

IP APPLICATION 2: [Title]	
<p>1. <u>General information</u>:</p> <p>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.</p>	N/A
2. <u>Description of protected subject matter</u>	N/A

3. Description of project to which the application <u>relates</u>	N/A
4. Justifications showing that requirements of <u>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> ”	N/A
5. Status of the application and progress of <u>prosecution</u> .	N/A

Dated: February 24, 2015




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