

WorldFish 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;	Pamela George: Acting Manager, Grants and Contracts Unit, Penang. Su Ching Tan: full time long term consultant with finance and contract compliance and quality control experience, Penang. Tetty Dermawan: staff member, document tracking and storing in the OCS and hard copy, Penang Deeksha Gujarat, external legal adviser, continues on an annual retainer contract to provide a broad range of legal advice. Sean Butler, University of Cambridge, provides external IP advice, and visited WorldFish in 2014 to discuss IP related issues with a broad range of staff members. Pamela George participated in the training workshop provided by Sean Butler mid-year, and attended the annual CLIPnet workshop in order to increase her understanding of legal and IP issues. The WorldFish Business Managers (based in each of 3 Discipline groups, and Country Offices), who are the primary administrators in WorldFish will in turn be provided with capacity building in intellectual asset management, and open access policies and procedures as part of their expanded role. For the moment WorldFish considers this adequate for our needs, although we are undertaking an analysis of the role and staffing of the Grants and Contracts Unit at the moment which will be discussed with senior management as to the implications for future needs, including implementing the IA Principles.
2. IP –related policies	1) New or Updated: none 2) Other: <u>WorldFish Policy for Intellectual Property Rights and Management of Aquatic Genetic Resources, November 2012</u> <u>WorldFish website copyright policy, Creative Commons, June 2011</u>(link is to the ‘terms of use’ not the policy per se) The WorldFish Center Policy for Ownership and Archiving of Research Data, September 2003. (no link available, and see point (3)) WorldFish Consultant Policy and Guidelines states: (no link available) Intellectual Asset Management WorldFish Consultants are expected to respect and adhere to the Intellectual Property policies and practices of WorldFish which are guided by the CGIAR Intellectual Asset Management Policy and Principles. The interpretation for Consultants is that all intellectual property rights derived from the services provided are vested in WorldFish. Background Intellectual property of both WorldFish and the Consultant remain unaffected. However if this IP is used as part of the consultancy, then non-exclusive, royalty free licenses shall be agreed upon to allow the services to be carried out. 3) In progress (yet to be approved): WorldFish Due Diligence statement on private sector partnerships. Working with companies: Guidelines for Public-Private Partnerships (PPPs) Open Access and Data Management (to update from 2003 above)
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)	1) Patents: none 2) PVP: none 3) Trademarks: - WorldFish is taking action to re-register its previous name, “The WorldFish Center” in Malaysia, and all regional offices. The name is registered in the Philippines (up to 2020) and will be registered in Cambodia, Bangladesh, Zambia, Solomon Islands and Egypt. - The re-branded name “WorldFish” and its logo are also under registration proceedings, to protect the goodwill and reputation associated with their use. The trademark will be taken out in all WorldFish regional offices as above. - WorldFish also registered the distinctive mark and sign of “GIFTFish” , a Tilapia variety that has been highly successful in South Asia. GIFTFish was

	previously registered in the Philippines only, but the intent is to also register in Malaysia, Bangladesh and Indonesia as these are the key countries where GIFTfish has the most development success. The application of trademark is assisted by Sen Rie Trademark International as WorldFish Trade mark Agents for the filing, prosecution and registration of the above matter. Other / comments: WorldFish is considering trademarking the Abbassa Strain of tilapia in Egypt (the strain is based on wild populations from Egypt). The rationale is to promote demand of a recognizable product which in turn will increase the demand for capacity building on production techniques by hatcheries and fish farmers.
4. Any relevant information showing that the requirements laid down in Article 5 of the CGIAR IA Principles have been met	Center practices and updates re sound management of IA and IPR as per Implementation Guidelines of IA Principles: A. <u>Agreements and contracts:</u> it is standard practices of including IA and IPR in all legal documents, including consultancies and staff contracts. B. <u>Compliance:</u> the Grants and Contracts Unit (GCU) is tasked with ensuring compliance with IA policies. C. <u>Laboratory notebooks:</u> to be established when operations commence in the newly refurbished laboratory in Penang. D. <u>Invention disclosure:</u> part of the IP clauses that we annex to contracts requires discussion with supervisors if there is any potential protection needs for an invention. E. <u>Pre-empting IP claims:</u> no standard practices or updates to report. F. <u>Audits:</u> no standard practices or updates to report G. <u>Ownership of IP Rights:</u> see link above for WorldFish ownership policies. H. <u>IP Due Diligence:</u> no standard practices or updates to report other than reported elsewhere in this document. I. <u>Third Party IAs:</u> no standard practices or updates to report on although staff members are urged to ensure that any third party IAs are not accesses with any restrictions on publications or ownership of resulting products. J. <u>Procedures:</u> the Grants and Contracts Unit handles all IA compliance and any other IA issues.
	Other Center practices and updates re sound management of IA and IPR: A. <u>Standard Material Transfer Agreement (“SMTA”) and International Treaty:</u> - # SMTAs concluded by Center in 2014 and reported to Secretariat of ITPGRFA: Fisheries does not fall under this Treaty, but we are currently transferring fingerlings to Timor Leste, both government and private sector, and construct a transfer agreement along the lines of an SMTA. a) <u>Open Access (publications, repositories and implementation plans):</u> see the WorldFish website page for ‘publications and resources’, which includes links to three databases. • Centre staff publications in 2014 • Elsevier - Benjamin Belton - Comparative Study of Reproductive Performance • Elsevier - Benjamin Belton - Fish Consumption • Elsevier - Kirsten Abernethy - Scaling Out Community Based Marine Resource Governance • Global Environmental Change - Blake Ratner - Fishing for Justice: Human Rights, Development & Fisheries Sector Reform • Ocean and Coastal Management - Khondker Murshed-E-Jahan - Bangladesh Communication Strategies for Managing Coastal Fisheries Conflicts • Public Library of Science - Douglas Beare - Coral Triangle Atlas The total value of purchase as open source documents is \$16.350 Staff Publications 2014

	#	# or % available open access
e.g. Journal Articles		
e.g. Books (Includes in house Pubs)		
e.g Book Chapters		
e.g. Conference Papers & Posters		
[other]		
Total		

b) Centre OA Repositories:

the link to WorldFish publications is [here](#).

The link to WorldFish data bases is [here](#). There are three data bases: Coral Atlas, ReefBase and Fishbase.

The link to various media resources is [here](#), including the photography repository.

Type of publication	Digital location(s)
e.g. Working Papers	www.....
e.g. Journals	
e.g. Books	
e.g. Catalogues	
e.g. Manuals	
e.g. Videos	
e.g. Photographs	
e.g. Factsheets	
e.g. datasets	
e.g. additional	
e.g. additional	

c) Open Access Plans: [insert info or “n/a”]

d) Other OA updates/comments: WorldFish is currently planning how to approach the open access requirements and to develop a policy based on that of the CGIAR.

B. Other:

Twitter: <https://twitter.com/WorldFishCenter>

Facebook: www.facebook.com/worldfishcenter

LinkedIn: <https://www.linkedin.com/company/worldfish>

Google+: <https://plus.google.com/+WorldfishcenterOrg>

Pinterest: <https://www.pinterest.com/worldfish/>

AAS

Twitter: https://twitter.com/AAS_CGIAR

Facebook: <https://www.facebook.com/AquaticAgriculturalSystems>

5. Any relevant highlights, trends, cases studies, practices etc. that the Center would like to show case or share	A. <u>Workshops / training / capacity building</u>: WorldFish took advantage of the services of Dr Sean Butler to convene on line master classes and on-site training for administrative and research staff members. WorldFish participated in a purpose designed CGIAR IP workshop over 5 days in June 2014 B. <u>Farmers Rights and Traditional Knowledge</u>: See the case study provided in the 2012 report for specific activities in the Solomon Islands as one example of the AAS approach to Participatory Action Research. C. <u>CRP information</u> The Aquatic Agricultural Systems CRP that is led by Worldfish operates under the policies of WorldFish. Accordingly the GCU provides support and acts on their behalf. D. <u>Ongoing agreements and partnerships striving to maximize global accessibility and impact</u> not applicable E. <u>Dissemination pathways and other achievements towards maximize global accessibility and impact</u> WorldFish disseminates via private sector and government hatcheries and fish farms. From the Abbassa Research Facility there has been a long term activity of disseminating also through the sale of improved Abbassa Strain tilapia to local market traders, hence increasing the demand for higher quality fish from consumers, putting pressure on local hatcheries and fish farmers to improve their production practices and fingerling quality. This has led to demand for training programs for African and West Asian scientists and local hatcheries and fish farmers which is part of the mandate for the Abbassa Facility. F. <u>Challenges re implementation / interpretation of the IA Principles</u>: [insert info or "n/a"]
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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;	No Limited Exclusivity Agreements were entered into in 2014
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, the rationale for how target beneficiary markets are</u>	

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;	
4. <u>Justifications showing that requirements of Article 6.2 are met:</u>	
a. Explain why the exclusivity is necessary: ▪ 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”;	
b. Demonstrate that the exclusivity is “as limited as possible” (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	

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.

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 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.	

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;	
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 “reasonable cost” 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>	

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).

a. Explain why the exclusivity is necessary: ▪ 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”;	
b. Demonstrate that the exclusivity is “as limited as possible” (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 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 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):

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;	No Restricted Use Agreements were entered into in 2014
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>	
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.)	
4. <u>Justifications showing that requirements of Article 6.3 are met:</u>	
▪ 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.	
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.	

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;	
2. <u>Description of the project to which the agreement relates</u> , including its purpose and <u>the third party</u>	

<u>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>	
▪ 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.	
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.	

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.	WorldFish did not apply for any patent or plant variety protection in 2014.
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.	WorldFish did not make any patent applications in 2014
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 4th March, 2015 at WorldFish, Penang, Malaysia