

Africa Rice Center

**Policy on the Management of Intellectual
Assets**

March 20, 2013



AfricaRice

I. Preamble

Africa Rice Center (AfricaRice) is a leading pan-African research organization with a mission to contribute to poverty alleviation and food security in Africa through research, development and partnership activities on rice and is an autonomous intergovernmental research association of African member countries and member of the CGIAR Consortium of International Agricultural Research Centers.

AfricaRice regards the results and outputs of research and development activities as international public goods and is committed to their widespread diffusion and use and to achieving the maximum possible access, scale and scope of impact from them for the benefit of the poor, especially farmers in developing countries. It recognizes that progress towards AfricaRice's Mission relies on partnerships with a wide range of partners, including farmers, national agricultural research systems, advanced research institutes, civil society organizations, governments, national, regional and international organizations and the private sector, including small and medium enterprises whereas such partnerships may require incentives that must be innovatively designed, carefully managed and diligently monitored. Also, AfricaRice recognizes the indispensable role of farmers, indigenous communities, agricultural professionals, and scientists in conserving and improving genetic resources of rice.

Complying with its responsibilities, AfricaRice accepts its obligation to comply with the International Treaty on Plant Genetic Resources for Food and Agriculture ('**Treaty**'), and all other relevant international treaties and agreements.

Effective as of March 7, 2012, the Consortium Board and the Fund Council adopted the *CGIAR Principles on the Management of Intellectual Assets* ("CGIAR IA Principles"), as a part of Common Operational Framework, and where as the CGIAR IA Principles apply with respect to the management of Intellectual Assets or acquired by the Consortium and/or the Centers, including Africa Rice, within the context of the Strategy and Results Framework ("SRF").

Based on the above, AfricaRice adopts the following policy on the management of intellectual assets ('**Policy**'). This Policy shall be read in conjunction with the CGIAR IA Principles and any Consortium policies and/or guidelines regarding Intellectual Asset management.

II. Objective

The objective of this Policy is to provide a clear and transparent set of principles that AfricaRice will apply with regard to the production, acquisition, management and dissemination of intellectual assets in all its research and development activities.

III. Definitions

"**Intellectual Assets**" ("**IA**") means any results and/or products of research and development activities, of any nature whatsoever (including, but not limited to, knowledge, technologies, and know-how), whether or not they are or can be protected by intellectual property rights.



AfricaRice

“Intellectual property rights” (“IP rights”) means ownership rights over intellectual property (or applications thereof), whether registered or not, granted in any jurisdiction, including but not limited to, copyright and related rights, database rights, patents, industrial design rights, plant variety rights, trade secrets, trademarks and service marks, geographical indications, and trade secrets.

IV. Principles of management of Intellectual Assets

- 4.1 AfricaRice is committed to make the IA that it develops accessible and as widely disseminated, adopted and utilized as possible in accordance with its Mission and that they lead to the broadest possible impact on target beneficiaries in further of its Mission.
- 4.2 AfricaRice shall manage its respective IA with integrity, fairness, equity, responsibility, and accountability, wherever it operates. AfricaRice may charge reasonable fees, beyond actual cost and reasonable processing fees, in return for providing access to their respective IA on the condition that this possibility of charging fees does not divert from the fulfillment of the AfricaRice Vision.
- 4.3 AfricaRice requires all recipients and users of any of the IA that it creates and develops to acknowledge AfricaRice as the source of such IA and, when necessary, to request for its authorization. Likewise AfricaRice will take every step to respect third parties’ IP rights and will acknowledge and obtain permission for the use of third parties’ IA.
- 4.4 AfricaRice shall ensure that, to the extent permitted by applicable law, the IA generated by its staff, visiting scientists, consultants, students, and any other person operating on its behalf, shall be vested in AfricaRice.
- 4.5 AfricaRice considers that excluding others from accessing its IA is contradictory to the principle of global accessibility and thus to achieve its Mission. For this reason, it will carefully consider how to manage the IA that it generates and, whether to acquire any IP Rights over them.
- 4.6 AfricaRice may decide that in certain circumstances the acquisition of IP Rights over the IA that it generates will enable it to better achieve its Mission by avoiding misappropriation and misuse by others or because it will enable to enhance the scale or scope of impact of its IA on target beneficiaries.
- 4.7 AfricaRice may grant limited exclusivity for commercialization of its IA provided that such exclusivity is limited in its duration, territory and/or field of use and that it is necessary for the further improvement of IA or to enhance the scale or scope of impact on target beneficiaries in line with its Mission.
- 4.8 AfricaRice will only grant limited exclusivity described in 4.7 above if such agreements do not limit or threaten accessibility to the IA for non-commercial research purposes and in the event of a national or regional food security emergency.
- 4.9 AfricaRice may enter into agreements for the acquisition and use of third party IA that restrict the global accessibility of the products / services resulting from the use of such IA for commercialization, research and development provided that:



AfricaRice

- (a) they are, to the best of their knowledge, unable to acquire equivalent IA from other sources under no or less restrictive conditions;
- (b) the products / services that are intended to result from the use of such third party IA will further the Mission of AfricaRice; and
- (c) AfricaRice shall use its best efforts to ensure that such third party IA are only used in relation to, or incorporated into, such intended products/services.

4.10 In relation to 4.9, AfricaRice shall use its best endeavors to ensure that it has full freedom to operate for all the activities that it carries out, and to secure, where necessary, appropriate licenses in accordance with this Policy.

4.11 AfricaRice shall comply with all terms set out in its contractual arrangements with third parties.

4.12 AfricaRice shall operate in full respect of indigenous and local communities' IA and use such IA in accordance with principles of benefit sharing.

V. Additional principles with respect to specific categories of Intellectual Assets

Germplasm

5.1 AfricaRice holds in trust an invaluable collection of rice germplasm that it has assembled over several decades through collaborative collecting missions with national programs in Africa or through donation by national programs, individual farmers, and scientists for safety, duplication, and/or storage purposes. AfricaRice reaffirms its continuing commitment to its 1994 agreement with FAO (under which the Center holds designated germplasm in trust for the benefit of the international community, particularly developing countries).

5.2 AfricaRice shall comply with all relevant international laws and treaties concerning genetic resources as well as with the laws of those states where it operates.

5.3 AfricaRice will manage the designated germplasm that it holds in trust for the benefit of the international community according to the terms of its agreement with the Governing Body of the Treaty. As a result of the Treaty, AfricaRice will not claim any legal ownership, including IP rights, over designated germplasm under the agreements with the Governing Body.

5.4 AfricaRice will make available for purpose of research, breeding and training for food and agriculture the following material under the terms of the Standard Material Transfer Agreement ("SMTA") adopted by the Governing Body of the Treaty:

- (a) All Plant Genetic Resources for Food and Agriculture ("PGRFA") held 'in trust' by AfricaRice in genebanks and placed within the purview of the Treaty under the 2006 agreements between AfricaRice and the Governing Body of the Treaty;
- (b) All material received by AfricaRice under the SMTA or under another legal instrument that allows AfricaRice to redistribute the material under the SMTA; and
- (c) Breeding lines, genetic stocks and other materials developed or improved by AfricaRice that incorporate material described in sub-sections (a) and (b) above.



AfricaRice

5.5 Notwithstanding 5.4(c), AfricaRice's developed/improved materials may be identified as PGRFA under development and AfricaRice may impose additional conditions to those set out in the SMTA provided that such additional conditions are consistent with the SMTA.

Databases, Publications and other Copyrightable Material

5.6 AfricaRice encourages the use and dissemination of its publications, databases, and other copyrightable material ("Material").

5.7 Subject to the principle of clause 5.6 above AfricaRice shall, to the extent possible, provide access to its Material in a timely manner and under a suitable open access license mechanism.

5.8 AfricaRice will give authors and/or creators of any Material appropriate attribution in order to acknowledge their intellectual contribution.

VI. Reporting

6.2 In compliance with the CGIAR IA Principles, AfricaRice shall provide annually to the Consortium a report, satisfactory to the Consortium, on the implementation of the CGIAR IA Principles.

6.3 AfricaRice shall provide annually to the Consortium a written assurance by its Board of Trustees that AfricaRice has, during the preceding year, complied with these CGIAR IA Principles and, in particular, with respect to the sound management of IA.

VII. Implementation

7.1 This Policy shall be read and interpreted in conjunction and in accordance with the CGIAR IA Principles and any Consortium policies and / or guidelines regarding management of IA, which apply to AfricaRice in their entirety.

7.2 This Policy will apply to all of AfricaRice's activities, programs and offices.

VIII. Effective Date

This Policy is effective from March 20, 2013 and will remain in force until superseded, canceled, or suspended in writing by the authority of the Board of Trustees of AfricaRice.