

## ***GRPC proposal:***

# **Policy of the Alliance of CGIAR Centres on Intellectual Assets<sup>1</sup>**

### ***Preamble***

The policy on intellectual assets on the Alliance on International Agricultural Research Centres supported by the Consultative Group on International Agricultural Research (CGIAR) is driven by the mission of the CGIAR and the imperative that the products of the Centres' research should be available without restriction. The mission of the CGIAR is: To achieve sustainable food security and reduce poverty in developing countries through scientific research and research-related activities in the fields of agriculture, forestry, fisheries, policy, and environment.

The Centres work with a wide range of partners, including national agricultural research systems (NARS), advance research institutes (ARIs), civil society organizations, private sector companies, and regional and international intergovernmental organizations. The Centres are supported by funding from countries, international and regional organizations, and private entities. The Centres produce, manage and provide access to the products of their research and development for use by, and for the benefit of, the poor, especially farmers in developing countries.

Centres hold their in-trust collections of germplasm for the benefit of the world community, in accordance with agreements signed by Centres and the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture (International Treaty).<sup>2</sup>

### ***Objective***

The objective of this policy is to establish common standards and procedures for the CGIAR Centres regarding the acquisition, management and release of intellectual assets.

All policies of CGIAR Centres that affect the acquisition, management and release of intellectual assets shall conform with this policy.

### ***Definitions***

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<sup>1</sup> Upon approval by the Alliance, this policy will replace the "Guiding Principles for the Consultative Group on International Agricultural Research Centres on Intellectual Property and Genetic Resources," 1996. It does not yet include issues relation to stewardship and liability. It is anticipated that the policy will be expanded to address those issues in the future.

<sup>2</sup> The text of these agreements is available at: <http://www.sgrp.cgiar.org/InTrustCollections/Agreements/AgreementwithCentresfinal1.doc>

‘Intellectual assets’ refers to all products of the Centres’ research and development activities, including, but not limited to: improved germplasm, technologies, software, information, publications, vaccines, databases, methodologies and know-how.

‘Market segment’ refers to restrictions including territorial and/or field of use.

***General conditions of access to Centres’ intellectual assets***

1. The Centres will make their intellectual assets globally available without restriction, subject to the following exception:

When it is indispensable for the effective utilization or further improvement of Centres’ intellectual assets, the Centres may grant limited exclusivity for commercialization in a defined market segment, for a limited period of time, provided that the intellectual asset remains available without restriction, at no cost or minimum administrative costs, for research and development in developing countries and ARIs in support of the CGIAR mission.

2. The Centres will not seek or assert intellectual property rights<sup>3</sup> over their intellectual assets, subject to the following exception:

When it is indispensable for the effective utilization or further improvement of Centres’ intellectual assets, the Centres may seek or assert or allow third parties to seek or assert intellectual property rights over the Centres’ intellectual assets, provided that the intellectual asset remains available without restriction, at no cost or minimum administrative costs, for research and development in developing countries and ARIs in support of the CGIAR mission.

3. The Centres shall not use their intellectual assets with the sole intention to raise income. The Centres may charge financial compensation in return for providing access to their intellectual assets, on the condition that this does not divert the Centres from their research agendas. However, the intellectual asset shall remain available without restriction, at no cost or minimum administrative costs, for research and development in developing countries and ARIs in support of the CGIAR mission.

***Conditions of access to Centres’ intellectual assets that incorporate inputs subject to third parties’ intellectual property or contractual rights***

4. Centres will only enter into agreements concerning the use of intellectual assets of third parties subject to IPRs or contractual rights that restrict the use of the resulting products in ways that are inconsistent with the conditions set out in paragraph 1 above, when: a) the intellectual asset the Centre is producing will result in significant improvements to food security and or poverty alleviation in the countries where it can

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<sup>3</sup> Concerning copyright, which normally vest automatically upon the creation of a ‘work’, see paragraph 6 below.

be made available, and, b) no equivalent intellectual asset is available from other sources under no or less restrictive conditions

### ***Public disclosure***

5. The Centres will promptly make public the justification for, and describe the conditions of, their granting limited exclusivity, or seeking or asserting (or allowing third parties to seek or assert) intellectual property rights (other than copyright) over their intellectual assets, particularly when availability in developing countries is affected. The source and amount of income received for providing access to intellectual assets will be made public. Centres will also make public the justification for entering into agreements described in paragraph 4 and the conditions of those agreements.

### ***Dissemination of research results***

6. The Centres shall publish their research and development results in a timely manner and in a way that allows open access. This includes results of research and development that is carried out by the Centre itself, or in partnership with another organization. The Centres will allow the reproduction and distribution of their copyrighted works by third parties without the need to obtain permission from the Centres, provided that proper citation is made and the work is not altered.

### ***Preventing misappropriation***

7. The Centre should take action, as appropriate, to pre-empt intellectual property claims over their intellectual assets by others without the Centres' authorization.
8. The Centres shall abide by the 'CGIAR's Ethical Principles Relating to Genetic Resources,'<sup>4</sup> and shall respect the rights of traditional knowledge holders by seeking their prior informed consent for the documentation, use and publication of information associated with their traditional knowledge, consistent with national and international law.

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<sup>4</sup> These guidelines can be found at (URL)