

# Intellectual Property Policy

## I. PREAMBLE

Whereas the International Center for Agricultural Research in the Dry Areas ('ICARDA') is an international, autonomous, non-profit, research and training organization for science-based agricultural development;

Whereas ICARDA, operating under the aegis of the Consultative Group on International Agricultural Research (CGIAR) is the global agricultural research center working with developing countries in the world's dry areas working: (i) to increase sustainable productivity of agricultural production systems; (ii) to improve the livelihoods of smallholder farmers and the resource-poor; and (iii) to improve the nutrition and national food security; and (iv) to protect the natural resources of the fragile ecosystems of dry areas;

Whereas ICARDA is a major contributor to global wheat, barley, legumes and water and land management innovation networks that serves the resource-poor in developing countries. Drawing on strong science and effective partnerships, ICARDA generates, shares, and uses technology and knowledge to enhance food security, improve the productivity and profitability of farming systems, and ensures the sustainable use of natural resources;

Whereas ICARDA regards its research products as international public goods and therefore strives to achieve the broadest possible impact from the outputs of its research results;

Whereas on 16 October 2006 ICARDA, as all the other Centers of the CGIAR System, signed the Agreement with the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture (the "Treaty") to place collections of Plant Genetic Resources for Food and Agriculture ("PGRFA") that it holds to be governed by the Treaty;

Whereas on 7 March 2012 the Consortium Board adopted the CGIAR Principles on the Management of Intellectual Assets ("IA Principles") which provides a common set of principles that the Consortium and its Member Centers will abide by with regard to the production, acquisition, management, and dissemination of intellectual assets within the context of the Strategy and Results Framework ("SRF");

Considering the above points, ICARDA now adopts the following policy on the management of intellectual property ("Policy"). This Policy shall be read in conjunction with the IA Principles and does not contain anything that contradicts the IA Principles. Should any contradictions arise, the IA Principles shall prevail over this Policy.

## II. OBJECTIVES

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

## III. PRINCIPLES

1. ICARDA will endeavor to manage issues of intellectual property with integrity, fairness, equity, responsibility, and accountability wherever it operates.
2. ICARDA will consider whether to acquire, and how to manage the intellectual property rights associated with all aspects of its research and product development, including germplasm, technologies, methodologies, software, as well as information in databases, publications, and know-how in any form.
3. Prior to the use and application of third party proprietary technology, ICARDA will make reasonable efforts to identify any constraints associated with its use or with the distribution of products or processes incorporating the proprietary technology.
4. ICARDA may seek to protect the products of its research by obtaining intellectual property protection through patents, plant breeder's rights, copyrights, trademarks, statutory invention registrations or their equivalent where there is clear justification and when such action will best serve our resource-poor stakeholders.
5. ICARDA recognizes the indispensable role of farmers across the world in developing and conserving the genetic resources that form the foundation of the current wheat, barley, and legume heritage, and shall ensure that farmers' rights are protected and their consent is always sought and obtained when working together in accordance with the requirements of the Convention on Biological Diversity.
6. ICARDA will comply with all applicable international laws and treaties concerning the use of third party intellectual property, genetic resources, and biotechnologies.
7. When using copyright materials of others, ICARDA will comply with requirements of fair use or allowed uses, depending on the governing law where the material is published, or will act within the limitations invoked through the consent of the copyright owner, and will always properly attribute the source of the material. In turn, ICARDA requests the same from those who use ICARDA copyright materials.
8. In compliance with the CGIAR Policy on Open Access and Data Management approved by the Consortium Board on 2 October 2013 ICARDA will cooperate in the development of databases that assist the resource-poor and will make its best efforts to keep such databases in the public domain.

9. With the same spirit of Open Access ICARDA will release, wherever possible, its information products (software, documents, multimedia, data) using a suitable Open Content License, allowing copying, distribution, and the creation of derivative products but prohibiting commercialization or protection and requiring attribution as well as the release of derivative products under the same license as the original product was released by ICARDA.

10. ICARDA shall ensure that, to the extent permitted by applicable law, all data, research outputs, technologies, germplasm, methodologies, and software, as well as information in databases and publications generated by ICARDA's staff, visiting scientists, consultants, students, and any other person operating on behalf of ICARDA shall be vested in ICARDA.

11. ICARDA will ensure, as far as possible, that all joint activities with partners and collaborators are implemented in accordance with this Policy. Similarly, ICARDA will ensure it has the discretion to control research outputs from all joint activities to ensure unrestricted uptake by our end-users and direct impacts for ICARDA's stakeholders.

12. ICARDA has registered the "ICARDA" name and logo and may register other distinctive marks as trademarks in order to protect the goodwill and reputation associated with the exclusive use of these marks by ICARDA.

#### **IV. STEWARDSHIP**

ICARDA will comply with all national and international laws that are relevant for the protection and use of intellectual property and in the field of biosafety and bioethics every time it uses and develops technologies. Whenever possible, ICARDA will require its collaborators to be subject to the same obligations.

#### **V. GERmplasm ACQUISITION AND DISTRIBUTION**

1. All PGRFA crop material both listed and not listed in Annex 1 to the Treaty that ICARDA holds in trust under the Treaty will be distributed under the terms and conditions of the Standard Material Transfer Agreement ("SMTA"). ICARDA shall use its best endeavours to ensure that any further use and distribution of the material is done without restrictions.

2. ICARDA does not proactively support the application of patent legislation to plant genetic resources (i.e., genotypes, genes, or any other derived component) held in its ex situ genebank collections or its materials under development, but accepts the use of these materials under regimes that allow the use of resultant material for further breeding by anyone.

3. ICARDA's genebank will accept germplasm for long-term conservation that can be freely transferred in accordance with the SMTA. The genebank may accept materials for "black box storage" on which the donor of the germplasm has placed distribution

restrictions only when refusal to accept such restrictions would endanger the long-term preservation of the germplasm.

4. ICARDA will also make freely available and without restrictions all breeding materials, elite germplasm, and parental lines of hybrid wheat, barley, and legumes that are derived from conventional breeding in accordance with the Treaty.

5. ICARDA will provide its breeding lines, elite germplasm, and parental lines to both the public and private sector on the understanding that (i) the material is not intended for exclusive use by any single entities; (ii) ICARDA retains the right to distribute the same material to other entities; (c) the use of ICARDA materials will be publicly recognized when a derived variety or hybrid is released.

## **VI. IMPLEMENTATION, REVIEW AND REVISION**

1. This Policy does not intend to replace the IA Principles but shall be read in conjunction with it.

2. This Policy is effective from **21 July 2014** and will remain in force until superseded, canceled, or suspended in writing by the ICARDA Board of Trustees.

3. This Policy will apply to all of ICARDA's activities, programs, and offices.

4. In order to implement this Policy ICARDA's employees, visiting scientists, and trainees will abide by all elements of the Policy, and ICARDA will regularly monitor staff practices and require actions to redress any breach with the Policy. To ensure understanding and compliance with the Policy ICARDA will hold regular training events with its employees, visiting scientists, and trainees.

5. All dealings and collaborations with third parties shall be in compliance with the principles of this Policy.