

World Vegetable Center Intellectual Assets Management Policy

1 May 2017

I. Preamble

World Vegetable Center (WorldVeg) is an international, publicly funded, autonomous, non-profit, research and training organization for science-based agricultural development. It is a member of the Association of International Research and Development Centers for Agriculture (AIRCA).

WorldVeg's mission is to alleviate poverty and malnutrition in the developing world through research, development and partnership activities to increase the production and consumption of nutritious and health-promoting vegetables. WorldVeg regards the results and outputs of its 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.

The progress towards WorldVeg's mission relies on a wide range of partnerships with farmers, national agricultural research systems, advanced research institutes, civil society organizations, governments, national, regional and international organizations and the private sector in the developed and developing world.

WorldVeg recognizes the indispensable role of farmers, indigenous communities, agricultural professionals, and scientists in conserving and improving genetic resources of vegetables. WorldVeg is further mindful of international and national laws, policies and practices for conserving, breeding, sharing and commercializing plant genetic resources, including the International Treaty on Plant Genetic Resources for Food and Agriculture (Treaty), the Convention on Biological Diversity (CBD), its Nagoya Protocol, and the International Convention for the Protection of New Varieties of Plants.

WorldVeg is aware of donors' expectations to manage all outputs from its activities as international public goods.

II. Objective

The objective of this Policy is to provide a clear and transparent set of principles that WorldVeg will apply in the creation, acquisition, management and dissemination of Intellectual Assets (defined below), whether solely or jointly owned with its partners.

III. Definitions

In this Policy, the following words and expressions in bold shall have the meanings hereby assigned to them:

"Intellectual Assets or IAs" means any results or products from the activities of WorldVeg, whether-or-not protected by Intellectual Property Rights. IAs would include, but not limited to, data collected or generated from experiments and field trials, knowledge and publications, technologies, tools, know-how, and improved germplasm.

"Intellectual property rights or IPRs" means the ownership rights over specific IAs (including any applications for IPRs), which are protected or granted in any jurisdiction. Examples of IPRs, but not limited to, are copyright and related rights, database rights, patents, industrial design rights, plant breeders' rights, trademarks and service marks, geographical indications, and trade secrets.

“Information products” means, but not limited to, peer-reviewed journal articles; reports and other papers; books and book chapters; data and databases; data collection and analysis tools (e.g. models and survey tools); video, audio and images; computer software; web services and metadata associated with the information products above.

“Aggregated data” means, but not limited to, data that have already been processed and combined across specific categories.

“Metadata” means, but not limited to, structured data about data. The details needed to make the data meaningful include: objective, location and year of the study, variable/trait descriptions, units of measurement or category descriptions and reference to documented methods used to generate the data, as well as the researchers who gathered and processed the data.

“Personal data” means, but not limited to, data which relate to a living individual who can be identified from those data.

“Raw data” means, but not limited to, units of recorded data that have been collected, prior to processing or analysis.

IV. Principles of Management of Intellectual Assets

1. General

1.1 WorldVeg is committed to ensure its IAs and IPRs are accessible, widely disseminated, adopted and utilized in accordance with its mission and with the aim that they lead to the broadest possible impact on WorldVeg’s target beneficiaries and stakeholders.

1.2 WorldVeg shall manage its IAs and IPRs with integrity, fairness, equity, responsibility, and accountability, wherever it operates.

1.3 WorldVeg may charge reasonable fees, beyond actual cost and reasonable processing fees, in return for providing access to its IAs.

1.4 Dissemination of WorldVeg IAs and IPRs may be made subject to appropriate agreements that clarify the contribution of WorldVeg and the terms of further use by the recipient.

1.5 WorldVeg would require all recipients and users of any of its IAs and IPRs to acknowledge WorldVeg and its partners, where applicable, as the source of such IAs and IPRs. Likewise, WorldVeg will respect third party IAs and IPRs in accordance with international and national laws.

1.6 WorldVeg shall ensure that, to the extent permitted by applicable law, the IAs and IPRs generated by its staff, visiting scientists, consultants, students, and any other person operating on its behalf, shall be vested in WorldVeg.

2. Protection of WorldVeg Intellectual Assets by seeking IP Rights

2.1 WorldVeg recognizes that excluding others from accessing its IAs is contradictory to the principle of global accessibility and its mission. For this reason, it will carefully consider how to manage the IAs that it generates and, whether to acquire any IPRs over them.

2.2 A strategy of active intellectual property protection as well as defensive publication will be pursued by WorldVeg depending on a multitude of factors. These include the type of IAs created, the target

beneficiaries and stakeholders, the availability of IPR protection, the target region for dissemination, and the partners involved. In this regard, WorldVeg may at times adopt a consultative approach by reaching out to its donors, partners and advisors on the most appropriate strategy to adopt.

2.3 WorldVeg is aware that in certain circumstances the acquisition of IPRs over its IAs may enable it to better achieve its mission by avoiding misappropriation and misuse by others or enable it to enhance the scale or scope of impact on its target beneficiaries.

3. Licensing of IAs / IPRs

3.1 When a third-party approaches WorldVeg for a license to use its IAs or IPRs, WorldVeg may grant a license to use the IAs or IPRs in a non-exclusive manner.

3.2 Notwithstanding clause 3.1, WorldVeg may grant limited exclusivity for commercialization of its IAs and IPRs if such exclusivity is limited in its duration, territory and/or field of use; if it is necessary for the further improvement of the IAs and IPRs; or to enhance the scale or scope of impact on target beneficiaries in line with its Mission.

3.3 WorldVeg will grant limited exclusivity described in 3.2 above if such agreements do not limit or threaten accessibility to the IAs and IPRs for non-commercial research purposes.

4. Third party IAs / IPRs

4.1 WorldVeg may enter agreements for the acquisition and use of third party IAs or IPRs that restrict the global accessibility of its own resulting IAs or IPRs for commercialization, research and development if it is, to the best of its knowledge, unable to acquire equivalent IAs or IPRs from other sources under less restrictive conditions.

5. Germplasm

5.1 WorldVeg holds an invaluable collection of vegetable germplasm that it has collected over several decades through collaborative collecting missions with national programs or through donation by national programs and individual farmers.

5.2 For the following plant genetic resources, WorldVeg has adopted the Standard Material Transfer Agreement (“SMTA”) of the International Treaty on Plant Genetic Resources for Food and Agriculture (“ITPGRFA”) for sharing and disseminating the materials:

- (a) All plant genetic resources held by WorldVeg in its genebank;
- (b) All material received by WorldVeg under the SMTA or other agreements that are consistent with the SMTA or allows WorldVeg to redistribute the material under the SMTA.

5.3 Breeding lines incorporating any part of the materials in 5.2 (a) and (b) may be identified as “Germplasm under Development” (corresponding to Plant Genetic Resources for Food and Agriculture under Development in the SMTA). WorldVeg may impose additional conditions to those set out in the SMTA, provided that such additional conditions are consistent with the SMTA.

5.4 Breeding lines developed without using plant genetic resources stored in the genebank, or other restricted materials can be delivered on own terms and conditions to an extent the agreements of initial material allow.

5.5 The genebank will only accept germplasm that can be distributed in accordance with the SMTA. Plant genetic resources for breeding purpose shall be introduced to WorldVeg after search for restriction of use of the germplasm and its derivatives.

6. Open Access to Information Products

6.1 WorldVeg will, to the extent possible, provide access to its IAs in a timely manner under a suitable open access mechanism, including but not limited to publication in open access, peer reviewed journals and through a repository hosting published papers, copyright materials, other information materials and relevant data subject to the legal right and legitimate interest of stakeholders and third parties, including intellectual property rights, confidentiality, sensitivity, farmers' right and privacy in particular with respect to personal data.

6.2 The WorldVeg decision to provide open access to its IAs will be based on a judgment of the value and relevance of the IAs to a wider public and considering the quality and general characteristics of the product and level of processing in the case of data.

6.3 Open access to aggregated data, metadata, and raw data will be given to data user, in a timely manner, once the first publication on the data is published or in the case no publication is planned, once data processing is completed and depending on characteristics and quality.

6.4 Data users will be informed that they are not allowed to alter the data, or claim ownership or intellectual property rights over data provided by WorldVeg.

6.5 WorldVeg scientists are encouraged to publish in open access, peer-reviewed articles. When publication is made in a closed access journal, the article will be self-archived in an open access repository.

6.6 WorldVeg is committed to ensure the protection of information products against intentional or unintentional loss or destruction.

6.7 When using copyright materials of others, WorldVeg will abide by "fair use" or will act within the limitations invoked through the consent of the copyright owner, and will properly attribute the source of the material. Likewise, WorldVeg expects the same from those who use WorldVeg copyright material.

6.8 WorldVeg will give authors and/or creators of any information materials appropriate attribution to acknowledge their intellectual contribution.

V. Implementation

1 This Policy will apply to all WorldVeg activities, programs and offices.

2 All collaborations and collaborative projects with third parties shall be designed and conducted in compliance with this Policy.

3 To ensure understanding and compliance with this Policy, WorldVeg will inform its employees, visiting scientists, students, and trainees on a regular basis of this Policy.

4 WorldVeg will report on its IAs management on an annual basis to its Board of Directors.

VI. Effective Date

This Policy is effective from 1 May 2017 and will remain in force until amended, superseded, canceled, or suspended in writing by the Board of Directors of the World Vegetable Center.