



Policy of ICRISAT on Intellectual Property Rights and Code of Conduct for Interaction with the Private Sector



International Crops Research Institute for the Semi-Arid Tropics

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Policy of the International Crops Research Institute for the Semi-Arid Tropics (ICRISAT) on Intellectual Property Rights (IPR)

Preamble

ICRISAT was established in 1972 as an autonomous, nonprofit, research organization for science-based agricultural development. ICRISAT is one of the Future Harvest Centers funded by the Consultative Group on International Agricultural Research (CGIAR), an informal association of over 40 governments and 15 international organizations and private foundations, under the sponsorship of the World Bank, the Food and Agriculture Organization of the United Nations (FAO), the United Nations Development Program (UNDP) and the International Fund for Agricultural Development (IFAD).

ICRISAT's mission is to increase agricultural productivity and food security, reduce poverty, and protect the environment in semi-arid production systems. To accomplish this mission, ICRISAT conducts research and related activities to improve food systems and manage natural resources in a sustainable manner, in partnership with national and international stakeholders.

Guiding Principles

ICRISAT generates international public goods through the research carried out by the scientists working in the Institute and in partnership with others, particularly the National Agricultural Research Systems (NARS) of the countries of the semi-arid tropics of Asia and Sub-Saharan Africa.

ICRISAT considers that every effort should be made to ensure that research knowledge and products developed by the Institute are actively disseminated, adopted and utilized by and for the benefit of people in the developing world, and for society in general. ICRISAT believes that access to its outputs should be fair and equitable.

Therefore, as its basic policy, ICRISAT pursues publication and full disclosure and the open sharing of ICRISAT data, information and knowledge through the release of ICRISAT research findings and products into the public domain. ICRISAT respects the rights of others when using their materials, data, and other intellectual property, in research for development.

ICRISAT does require recipients and users of data, knowledge and any technology originating from the Institute, to publicly acknowledge ICRISAT as the source of the original information, material or research product. In addition, ICRISAT respects the IP rights of others, and will acknowledge and obtain appropriate permission for the use of other's data, knowledge and technology.

Management of Intellectual Property

As part of the CGIAR, ICRISAT acts according to the CGIAR Center Statements on Genetic Resources, Intellectual Property Rights and Biotechnology, jointly approved by the Center Directors and Center Board Chairs of the CGIAR. These statements include the CGIAR's Ethical Principles Relating to Genetic Resources and the Guiding Principles for the CGIAR Centers on Intellectual Property and Genetic Resources.

ICRISAT adheres to the principles contained in the Convention on Biological Diversity, the FAO-CGIAR Agreement on Genetic Resources, and FAO International Undertaking of Plant Genetic Resources for Food and Agriculture. Therefore, ICRISAT uses material transfer agreements (MTAs) and germplasm acquisition agreements to facilitate access and ensure continued free exchange of genetic materials and bio-control agents (Annex I to VI). The main objective of these MTAs is to maintain materials in the public domain and to ensure access.

All rights to data, whether in raw form or after significant manipulation, laboratory and field notebooks, and material contained in such notebooks, and research results (including formal or informal reports) and products shall belong to ICRISAT. ICRISAT does not permit its employees to claim any intellectual property rights arising out of their work for the Institute.

ICRISAT will strive to manage all issues associated with intellectual property rights with integrity, equity, responsibility and accountability in accordance with the above stated guiding principles. In the pursuit and management of intellectual property rights, ICRISAT will be guided by its mission and its responsibilities to the poor arising from its role as a provider of germplasm, technologies and knowledge.

ICRISAT considers that excluding others from accessing its research products and results is contradictory to its mandate and mission. Therefore, ICRISAT will consider whether to acquire, and how to manage, the intellectual property rights associated with all the products of its research. It will be guided by its commitment to serve the poor of the semi-arid tropics. Any financial returns generated from intellectual property will be used by ICRISAT in specific tasks and projects that are compatible with the mission of the Institute, and with particular emphasis on a fair and equitable sharing of benefits.

ICRISAT may protect the products of its research to benefit the poor in the following situations: to support public and private partnerships which pursue mission-based research and/or which develop and apply research results; to ensure ready access by others to research products developed by ICRISAT and partners; to avoid restrictions arising from protection by others and to facilitate pursuance of its mission; to facilitate the uptake of research products and their impact on the poor including, where appropriate, through commercialization; and/or to facilitate the negotiation and conclusion of agreements for access to proprietary technologies of use to ICRISAT and in the furtherance of its mission.

ICRISAT will strive to comply with national laws that are relevant for the use of protected intellectual property in all locations where it operates. In this regard, ICRISAT recognizes that international trade has significant implications on the use of intellectual property, particularly in protected market jurisdictions. ICRISAT will inform and educate, to the extent that resources allow, its beneficiaries and partners on these issues.

ICRISAT, following responsible behavior and good stewardship, does not condone willful infringement of any legitimate and legally established third party rights. Further, ICRISAT strongly urges all of its beneficiaries and partners to similarly eschew such infringement. Nonetheless, ICRISAT will actively negotiate to minimize any restrictions of third party intellectual property for innovative technology associated with its mission and that, which may benefit people in developing countries. In this regard, ICRISAT will engage the private sector, universities, advanced research institutes, NARS, and other organizations to access its research products in order to bring them to bear on the opportunities of poor people, particularly in the semi-arid tropics. Any arrangements with third parties associated with access, joint creation, use of and exploitation of intellectual property protected materials or technologies will be properly researched. Engagement with the private sector will follow the agreed Code of Conduct (Annex VII).

ICRISAT accepts that securing or providing freedom to operate with technologies, processes, germplasm, breeding lines, bio-control agents and other research products in any jurisdictions has become exceedingly difficult in the current economic and policy climate of globalization. Therefore, ICRISAT will cooperate and participate actively in international efforts to secure suitable freedom to operate for innovators.

ICRISAT incorporates standard copyright notification statements in its publications (printed and electronic) but permits the reproduction of ICRISAT materials in a manner consistent with fair use. Consistent with these policies, ICRISAT may require those accessing materials or information through the Internet to indicate their agreement to specific terms contained in on-line contracts regarding access, distribution and use. Such approval may be withheld if contrary to the interest of ICRISAT's developing country partners. Where collaborative research products are to be owned jointly, ownership and/or the use of the product will be negotiated by the partners. Securing such research products in the public domain will be a priority for ICRISAT in such collaborative work.

ICRISAT encourages the wide dissemination of its printed and electronic publications, such as databases, reports, training and public awareness materials, artwork and audiovisuals to the global research community, particularly those targeting the semi-arid tropics.

ICRISAT will register the "ICRISAT" name and logo (☛) and may register other distinctive marks as trademarks in order to protect the good will and reputation associated with the exclusive use of such marks by ICRISAT.

ICRISAT employees and the Governing Board members are required to sign a confidentiality agreement and report and assign to ICRISAT inventions and innovations made while at ICRISAT. Visiting scientists, research fellows and other partners will also be required to sign appropriate agreements as a condition of their association with ICRISAT.

Implementation

This policy applies to all ICRISAT research activities, themes, teams, projects, units and offices, and all references to ICRISAT in this policy document shall be construed to include references to all these entities. Responsibility for implementing this policy rests with the Director General of ICRISAT. With input from the ICRISAT IP Committee, the Director General shall decide on, clarify and interpret any matter not expressly stated in this document.

Effective Date

This policy is effective from 25 March 2002, and shall remain in force until superseded, cancelled or suspended by the authority of the Governing Board of ICRISAT.

Guiding Principles for the Consultative Group on International Agricultural Research Centers on Intellectual Property and Genetic Resources

CONTEXT

The CGIAR is committed to the conservation and use of genetic resources in an efficient, cost-effective and equitable manner. Developments in the last five to ten years have significantly changed the policy environment affecting the management of genetic resources. The expansion and increasing complexity of relevant policy issues present challenges and opportunities to the CGIAR in pursuing its mission. Some of the most significant issues include Farmers' Rights, the rights and interests of indigenous and local communities, benefit-sharing, access to genetic resources, patenting, and *sui generis* protection of plant varieties. Developments in the field of intellectual property rights have arguably been the most dramatic. This is particularly true with regard to the application of intellectual property rights to biological materials and processes. To remain true to its mission, the CGIAR has a responsibility to be alert to these changes and to be ready to adopt new tools and strategies that enable it to keep faith with its mission. It is in this context that the CGIAR has examined and will continue to examine its Guiding Principles on Intellectual Property Rights and Genetic Resources.

BACKGROUND

At its Mid-Term Meeting in Istanbul, in May 1992, the CGIAR agreed on a set of working principles on genetic resources and intellectual property. These were published in the proceedings of the meeting and were largely based on a set of guiding principles on plant genetic resources and related intellectual property rights issues adopted by the Centers in 1991. The entry into force of the Convention on Biological Diversity in 1993, the 1994 agreements between the Centers and the FAO bringing designated germplasm under the auspices of the FAO as part of the International Network of Ex *Situ* Collections and the entry into force of the Multilateral Trade Agreement embodying the Agreement on the Trade-Related Aspects of Intellectual Property Rights in 1995 prompted the CGIAR to convene a panel on intellectual property rights in September 1994 under the Chairmanship of Dr. M.S. Swaminathan. The report of the panel was endorsed at International Centers Week in October 1994. Based on the agreed recommendations made in this report the CGIAR Centers revised and endorsed their guiding principles on intellectual property in 1996. Since the 1996 revision, the legal and policy environment has continued to evolve. Developments affecting the conservation, exchange and use of genetic resources include:

- The use of intellectual property rights, most notably patenting, to protect plant varieties and their components has expanded dramatically, creating an uncertain but arguably more restrictive environment for the use and deployment of genetic resources. Methods and technologies of critical importance to the research function of CGIAR centers are also increasingly protected by intellectual property rights, rendering access and use more problematic. The rise of broad, so-called "blocking" patents raises the possibility that intellectual property rights might be employed in ways that could restrain existing and/or future research.

- The deadline for implementing PVP legislation in accordance with Article 27.3(b) of the TRIPs Agreement was reached for most countries. Disagreement about the nature of the review process required by that article continues to be discussed by the TRIPs Council. In addition, UPOV 1991 entered into force in 24 April 1998 foreclosing the possibility for countries to adhere to UPOV 1978
- Negotiations to revise the FAO International Undertaking on Plant Genetic Resources, which began in 1994 have not yet been concluded. These negotiations are addressing questions concerning the ownership and control of plant genetic resources, and more specifically, are centering on the issues of access to and benefit-sharing associated with plant genetic resources. As such, the talks are likely to have a major impact on CGIAR held germplasm collections, their management, use, and future terms of access by others - issues that are linked to questions of intellectual property rights. Progress has been made in agreeing on text on Farmers' Rights. The agreed language indicates that countries are likely to have wide discretionary authority in terms of how they define and apply Farmers' Rights in the national context.
- The FAO and the CGIAR issued two Joint Statements, in 1994 and 1998, respectively, clarifying certain issues with respect to implementation of the 1994 agreements. Among other things, the Statements established material transfer agreements (MTA) as a means through which designated germplasm could be kept in the public domain. The text of the MTA was jointly agreed between FAO and the Centers. It requires recipients of designated germplasm to forego claims of ownership or intellectual property over the material received. The Joint Statements set out agreed procedures to handle any alleged violations.

GUIDING PRINCIPLES

I. Purpose

The Guiding Principles are intended to:

- Guide and assist Center decision-making in matters related to the acquisition, management and/or use of intellectual property; and
- Elucidate for NARS, NGOs, the private sector and other partners in research and development the principles by which the Centers are guided in managing intellectual property.

II. General Philosophy

1. The management of intellectual property by Centers will be guided by of the CGIAR mission to contribute to food security and poverty eradication in developing countries through research, partnerships, capacity building and policy support.
2. The Centers will manage intellectual property issues with integrity, equity, responsibility and accountability
3. The CGIAR does not view the protection of intellectual property as a mechanism for securing recurring financial returns upon which it may depend. To the extent that such returns are generated, they will be used in support of specific tasks and projects fully compatible with the CGIAR mission and objectives.

4. The Centers recognize the contributions of farming and indigenous communities to genetic resources conservation and enhancement, that these contributions may have relevance to intellectual property rights and must therefore be appropriately recognized in Centers' management of their intellectual property. The Centers also recognize the expertise of many national and international NGOs on equity, gender, conservation and sustainability issues and where appropriate will form partnerships with them and others in order to integrate these concerns in research on genetic resources. The CGIAR supports efforts to bring about an equitable balance between intellectual property rights and the protection of traditional knowledge in relation to the use of plant genetic materials, with a view to fostering conservation, sustainable use and benefit-sharing. Furthermore, the Centers will contribute to national and international efforts to convert the recognition of the contribution of indigenous and local communities into tangible measures to develop appropriate policies and procedures for the recognition of Farmers' Rights.
5. In seeking access to genetic resources under the Convention on Biological Diversity, the Centers will abide by the access regimes established by national governments, either individually or collectively, including any provisions relating to intellectual property.
6. The CGIAR encourages germplasm donors to permit the designation of material in accordance with the 1994 agreements with FAO.
7. The Centers shall act in accordance with the CGIAR Ethical Principles related to Genetic Resources.

III. Designated Germplasm

1. The germplasm designated by the Centers is held in trust for the world community in accordance with the 1994 agreements signed with FAO. Under these agreements the Centers:
 - agree to conserve, maintain, study, improve, and distribute germplasm world-wide for use in agricultural research and development;
 - recognize the official inter-governmental recognition is given to their role of as trustees of the designated germplasm with the FAO providing policy advice to the Centers in the execution of their responsibilities; and
 - affirm their responsibility for safe and secure conservation of these genetic materials for present and future generations, including their duplication in at least one other location for safety.
 - Matters concerning the practical implementation of these agreements are addressed in a series of Joint Statements agreed by FAO and the Centers.
2. The Centers shall adhere to the principle of ready access to designated germplasm in accordance with the 1994 agreements with FAO and relevant joint statements.
3. Designated germplasm will be made available to recipients under terms set forth in a Material Transfer Agreement developed by the Centers in collaboration with the FAO. As set forth in the MTA, all recipients shall be required to consent to the following:
 - a. not to assert legal ownership nor to seek intellectual property protection over the designated germplasm or related information; and
 - b. to make any transfer of the designated germplasm or related information subject to these conditions.

4. In addition (and pending final agreement with FAO), in promoting the use of the designated germplasm, MTAs will be employed to maintain the freedom of access to, and use of, the designated germplasm even in the event of intellectual property rights being granted on a derivative of the germplasm concerned.

IV. Center Research Products

1. The CGIAR promotes ready access to breeding material for breeding and research activities. Subject to-paragraph 4 below, the CGIAR regards any information, inventions, processes, biological material or other research products funded or developed by the CGIAR or the Centers (research products) as international public goods to be used in furtherance of its mission. Full and timely disclosure of research results and products in the public domain is the preferred strategy for preventing misappropriation by others.
2. The Centers shall take every possible measure to facilitate access to research products for the public benefit, in particular in developing countries.
3. Breeding material will typically be made available to recipients by contract, designed to ensure that future access and use by others is not compromised or restricted.
4. Recognizing there may times when using intellectual property is a necessary or preferred means to pursue CGIAR and Center objectives, Centers may consider acquiring and managing intellectual property in research products developed or funded by the Center when to do so would:
 - a. support public and private partnerships which pursue mission-based research or which develop and apply research results;
 - b. assure ready access by others-to research products developed or funded by the Center;
 - c. ensure the Center's ability to pursue its research, together with its partners, without undue hindrance;
 - d. facilitate the transfer of technology, research products and other benefits to - the resource poor including, where appropriate, through commercialization or utilization or research products; and/or
 - e. facilitate the negotiation and conclusion of agreements for access to proprietary technologies of use to the Center's research and in furtherance of its mission.
5. If a Center's pursuit, exercise and/or management of intellectual property leads it to impose conditions on the supply of research products, this shall be done only when such conditions are in harmony with the CGIAR and Center missions and objectives.
6. When involved in research either directly or as a Under, the Center will require the collaborator or grantee to seek permission from the Center before applying for any intellectual property protection of the research products.
7. The circumstances in which a Center, collaborators, grantees or recipients may protect by intellectual property the research products or the results of their research or breeding using the research products are specified in Section V: Protection Prerequisites.

V. Protection Prerequisites

1. Decisions on pursuing protection, or consenting to the application for intellectual property protection by others, will be taken by the Center on a case-by-case basis, in accordance with these Guiding Principles and only after a specific judgement that this course of action will support the CGIAR and the Center's missions and objectives.
2. Where plant variety protection is sought through a sui generis system of intellectual property rights, it must be consistent with the provisions of UPOV or other systems that do not preclude others from using, in their breeding programmes, either the original material or the new variety on which protection is sought.
3. With regard to the patenting of cells, organelles, genes, molecular constructs, plants, varieties and traits, Centers shall consider the effect that protection would have on access to, distribution and use of the protected product, in particular for the resource poor, before agreeing to proceed with an application for patent protection or allowing others to do so.
4. With regard to derivatives: In promoting the use of genetic resources, Centers shall be mindful of and give high priority to the importance of retaining freedom of access and use to non-designated accessions, products of breeding and their components.
5. Agreement granted to recipients to apply for intellectual property protection not in any way waive the rights of the Center to challenge excessive protection granted, by recourse to administrative and court proceedings.

VI. Licensing

Licensing decisions will be guided by the objective of facilitating access to, or ensuring the delivery of, appropriate existing and future technologies for the public benefit, particularly the resource poor in developing countries. As a licensor, a licensee or a joint developer/financer, the Centers shall retain, transfer, or obtain the right to make the technology available to support this objective. In all licensing decisions, the Centers will, to the extent possible, follow the principle that technology licensed to or from others, or derived from their research, will be available to the poorest farmers of the world at no royalty.

VII. Publications (printed and electronic), Databases, Reports, Training Material, Public Awareness, Artwork, Audio-visual material

The CGIAR encourages the wide dissemination of its publications (printed and electronic) including, databases, reports, training and public awareness material, artwork and audiovisual material to the genetic resources community, seeks that such materials be used to the maximum benefit, and will pursue intellectual property arrangements that promote these objectives.

VIII. General Procedures

1. These Guiding Principles will be reviewed at regular intervals and revised as need be in the light of international developments. The Center Directors Committee will carry out this revision.
2. The Centers will adopt specific policies for the distribution and use of improved germplasm and biotechnological products following the above Guiding Principles.

**Transfer of Designated Germplasm
Important Notice**

On October 26, 1994, the ICRISAT signed an agreement with the United Nations Food and Agriculture Organization placing germplasm collections maintained by ICRISAT under the auspices of FAO, as part of the international network of *ex situ* collections provided for in Article 7 of the International Undertaking on Plant Genetic Resources, to be held in trust by ICRISAT. The Agreement is attached herewith.

The Agreement recognizes the intergovernmental authority of FAO and its Commission on Plant Genetic Resources in setting policies for the International Network referred to in Article 7 of the International Undertaking on Plant Genetic Resources. The materials covered by the Agreement are listed as "designated germplasm" in an annex to the Agreement. "Designated Germplasm" is indicated as such on the seed list attached to the Shipment Notice, and on each packet of seeds. ICRISAT has traditionally adhered to a policy of unrestricted availability of germplasm held in its genebank(s). In the interest of keeping this material available for future research and utilization, ICRISAT has undertaken, under Article 3 (b) of the Agreement with FAO, not to claim legal ownership over the designated germplasm, or to seek any intellectual property rights over that germplasm or related information. To ensure continued free availability of designated germplasm, ICRISAT has also agreed to pass on the same obligations to all future recipients of designated germplasm.

Accordingly, the recipient must agree:

- a. not to claim ownership over the designated germplasm received, or to seek intellectual property rights over that germplasm or related information;
- b. to ensure that any subsequent person or institution to whom he or she makes samples of the germplasm available, is bound by the same provision.
- c. To assume full responsibility for complying with the recipient nation's quarantine/biosafety regulations and rules as to import or release of genetic material.

The phytosanitary condition of the material is warranted only as described in the attached phytosanitary certificate. ICRISAT makes no warranties as to the safety or title of the material, nor as to the accuracy or correctness of any passport or other data provided with the material. Neither does it make any warranties as to the quality, availability, or purity (genetic or mechanical) of the material being furnished.

Rules for the future exchange of plant germplasm for food and agriculture are currently being debated in the FAO Commission on Genetic Resources in coordination with the Conference of the Parties to the Convention on Biological Diversity. ICRISAT and the Consultative Group on International Agricultural Research (CGIAR) are actively participating in this debate with the aim of assuring that any future arrangements will facilitate exchange and utilization of this precious global resource and the fair and equitable sharing of the benefits derived from the commercial or other utilization of the germplasm.

**ICRISAT
Standard Order Form**

Consecutive Number: SOF/Year/Number

I/we order the following material:

In so far as this material is "designated germplasm" under the Agreement between ICRISAT and the Food and Agriculture Organization of the United Nations (FAO) placing Collections of Plant Germplasm under the Auspices of FAO dated 26 October 1994.†

I/we agree:

- a. not to claim ownership over the material received, nor to seek intellectual property rights over that germplasm or related information;
- b. to ensure that any subsequent person or institution to whom I/we make samples of the germplasm available, is bound by the same provision.

Place/date

Name of person or institution requesting the germplasm

Address

Shipping address (if different from the above)

Authorized signature _____

† Whether or not the material is "designated germplasm" will be indicated on the seed list attached to the Shipment Notice and on the seed packets.

Material Transfer Agreement (MTA)

The material contained herein is being furnished by ICRISAT under the following conditions:

Designated Germplasm

ICRISAT is making the material described in the attached list available as part of its policy of maximizing the utilization of genetic material for research. The material was either developed by ICRISAT; or was acquired prior to the entry into force of the Convention on Biological Diversity; or if it was acquired after the entering into force of the Convention on Biological Diversity, it was obtained with the understanding that it could be made freely available for any agricultural research or breeding purposes.

The material is held in trust under the terms of an agreement between ICRISAT and FAO, and the recipient has no rights to obtain Intellectual Property Rights (IPR) on the germplasm or related information.

The recipient may reproduce the seed and use the material for agricultural research and breeding purposes and may distribute it to other parties provided the recipient is also willing to accept the conditions of this agreement. †

The recipient, therefore, hereby agrees not to claim ownership over the germplasm to be received, nor to seek IPR over that germplasm or related information. He/She further agrees to ensure that any subsequent person or institution to whom he/she may make samples of the germplasm available, is bound by the same provision and undertakes to pass on the same obligations to future recipients of the germplasm.

ICRISAT makes no warranties as to the safety or title of the material, nor as to the accuracy or correctness of any passport or other data provided with the material. Neither does it make any warranties as to the quality, availability, or purity (genetic or mechanical) of the material being furnished. The phytosanitary condition of the material is warranted only as described in the attached phytosanitary certificate. The recipient assumes full responsibility for complying with the recipient nation's quarantine/biosafety regulations and rules as to import or release of genetic material.

Upon request, ICRISAT will furnish information that may be available in addition to whatever is furnished with the seed. Recipients are requested to furnish ICRISAT performance data collected during evaluations.

The material is supplied expressly conditional on acceptance of the terms of this Agreement. The recipient's acceptance of the material constitutes acceptance of the terms of this Agreement.

† This does not prevent the recipient from releasing or reproducing the seed for purposes of making it directly available to farmers or consumers for cultivation, provided that the other conditions set out in the MTA are complied with.

**Germplasm Acquisition Agreement (GAA)
for Material Intended for Designation**

1. [Nation or Supplier] grants germplasm and related information to ICRISAT under the terms and conditions of this agreement. The germplasm being provided is identified in the attached list which forms part of this agreement.
2. [Nation or Supplier] warrants that it is legally free to provide the germplasm to ICRISAT, that [Nation] is the country of origin of the germplasm, and that all necessary permissions have been obtained.
3. ICRISAT will hold the germplasm in trust under the terms of an agreement between the ICRISAT and FAO, place it in its genebank, periodically regenerate it, duplicate it for security reasons, and provide long-term conservation.
4. ICRISAT will be free to make the germplasm and related information, its progeny, and genes in it available to any third party for agricultural research purposes, but may do so only under a material transfer agreement, with terms intended to restrict the recipient from obtaining intellectual property rights on the material itself and to require similar commitments from any further recipients.
5. ICRISAT obligations of paragraph 4 of this agreement shall expire at the end of 30 years after the date of the agreement.

Signed

Signed

**Standard Order Form (Material Transfer Agreement) for
Genetic Material Developed at ICRISAT**

I/We order the following genetic material in the form of seed/vegetative propagules/tissue samples/DNA:

In so far as this genetic material has been developed by the International Crops Research Institute for the Semi-Arid Tropics (ICRISAT) with public funds provided through the Consultative Group on International Agricultural Research (CGIAR) by donors from around the world. Hence, I/we agree the material contained herein is furnished by ICRISAT under the following conditions:

1. ICRISAT is making the material indicated above or in the attached list available as part of its policy of maximizing the utilization of genetic material for research. The material developed by ICRISAT is made freely available for any agricultural research or breeding purposes.
2. Recipients are free to commercialise ICRISAT research products in the form they are provided with due notification to ICRISAT. Prior to the application of any form of intellectual property rights (IPR) on this germplasm and related information, written permission must be obtained from ICRISAT. Moreover, while ICRISAT recognizes the validity of IPR, it reserves the right to distribute all material in accordance with paragraph (1) above.
3. The recipient agrees that any subsequent person or institution to whom they provide samples of this material is bound by these same provisions.
4. Although the material and associated information being supplied by ICRISAT were developed following careful and comprehensive research, ICRISAT makes no warranties as to the safety or title of the material nor as to the accuracy of correctness of any passport or other data provided with the material. Neither does it make any warranties as to the quality, viability, or purity (genetic or mechanical) of the material being furnished. The phytosanitary condition of the material is warranted only as described in the attached phytosanitary certificate. The recipient assumes full responsibility for complying with the recipient nation's quarantine or biosafety regulations and rules as to import or release of genetic material.
5. The recipients agree to furnish ICRISAT performance data collected during evaluations. Recipients should give due acknowledgement to ICRISAT in their reports for having provided the source material used for their research or to derive a process or product.

Place and date:

Indentor's signature:

Name and institutional affiliation of the person requesting the genetic material:

Address:

Shipping address (if different from the above):

Code of Conduct for Interaction with the Private Sector

ICRISAT recognizes the increasing importance of the private sector in the invention and development of materials and advanced technologies that could contribute to ICRISAT's mission. ICRISAT may work with the private sector to actively promote materials and technologies for the benefit of the poor, particularly in the semi-arid tropics. This may include licensing of products and technologies and developing and delivering new technologies to the poor in developing countries.

ICRISAT derives benefits from partnerships with the private sector through access and use of proprietary technology and expertise; proprietary materials, reagents, and products; manufacturing and production capabilities, and delivery systems for research and information products.

While working with the private sector and other research-for-development partners, ICRISAT will act according to the "CGIAR Center Statements on Genetic Resources, Intellectual Property Rights and Biotechnology" jointly approved by the Center Directors and Center Board Chairs of the CGIAR, which includes the "CGIAR's Ethical Principles Relating to Genetic Resources and the Guiding Principles for the CGIAR Centers on IP and Genetic Resources"*. These principles specify the responsibilities and procedures for Centers for dealing with national sovereignty; farmer's rights; IP protection for designated germplasm and Center research products; plant breeders' rights; patenting; Center access to materials protected by others and biosafety and bioethics.

ICRISAT, while developing partnerships with the private sector, will adhere to policies and procedures for the conservation and use of genetic resources and biodiversity as defined under the terms of the Convention of Biological Diversity; the FAO-CGIAR Agreement on Genetic Resources and the FAO International Undertaking on Plant Genetic Resources for Food and Agriculture.

* Center Director and Center Board Chairs of the Consultative Group on International Agricultural Research (CGIAR), 1999. CGIAR Center Statements on Genetic Resources, Intellectual Property Rights and Biotechnology. CIMMYT, Mexico D.F.36pp.