

The IRRI logo is displayed in a bold, green, sans-serif font. It is positioned in the upper left corner of the slide, which features a vertical decorative border of white rice grains on the left side.

IRRI

The background of the slide is a photograph of a large, well-maintained rice field. The field is divided into numerous rectangular plots, each marked with a small white sign. In the distance, a range of green mountains is visible under a sky filled with soft, grey clouds. The overall scene is peaceful and agricultural.

MEASURING THE IMPACT OF RESEARCH AT IRRI

*Modified Material Transfer Agreements for IRRI
Developed Germplasm*

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Los Baños, Philippines*

The logo for 'Rice Science for a Better World' is located in the bottom left corner. It features the text 'Rice Science for a Better World' in a green, sans-serif font, with a small globe icon integrated into the word 'World'.

Rice
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Overview

SECTION I: RATIONALE FOR CHANGE

SECTION II: CURRENT HRDC GUIDELINES

SECTION III: CHANGES TO THE HRDC GUIDELINES

SECTION IV: LICENSING

SECTION V: SUMMARY



IRRI

Section I

RATIONALE FOR CHANGE

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Measuring the Impact of IRRI's Research

Growing importance for IRRI to measure the impact of its research in the developing world

Requires closer monitoring and evaluation of research materials and data

Would like to understand better what happens downstream of the transfer of materials developed at IRRI

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CGIAR Intellectual Assets (IA) Principles

The CGIAR is committed to the sound management of Intellectual Assets and Intellectual Property Rights (“IP Rights”) to further the CGIAR Vision, in accordance with all applicable laws and best practices.

The Centers shall manage their respective Intellectual Assets and IP Rights with integrity, fairness, equity, responsibility, and accountability, wherever they operate.

Be respectful of third party IP rights and obligations



Distribution of Material held by IRRI

Unaltered Treaty Material that is held under the Multilateral System must be distributed using the **SMTA**

Material that is under development by IRRI or others can be **distributed under different terms** than unaltered Treaty material held under the Multilateral System

Material that IRRI receives from members is **distributed according to the agreement** under which the Material were accepted



Alignment of the IA Principles and the Treaty

Germplasm that is under development by IRRI is considered to be an **intellectual asset** of IRRI; i.e. **material under development**

Germplasm that is **material under development** may be treated differently than the unmodified germplasm ; i.e. **the Treaty material** held in the **multilateral system** at IRRI

Need to differentiate between **Treaty material** and **material under development** by IRRI



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Section II

CURRENT HRDC GUIDELINES

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CURRENT HRDC GUIDELINES

Annex 2:

1. The main principles governing the conditions of access:
 - 5) Access for the purposes of further development will be subject to the SMTA **with additional conditions as appropriate**, whereas, noting that the SMTA article 6.1 prohibits direct commercial use of germplasm transferred with SMTA, access for the purposes of direct commercial use will be by license. Both instruments will be used where both are necessary.



CURRENT HRDC GUIDELINES

Annex 2:

2. DEFINITIONS

- Breeding
- Final Development
- Plant Genetic Resources for Food and Agriculture under Development
- Commercialization



CURRENT HRDC GUIDELINES

Annex 2:

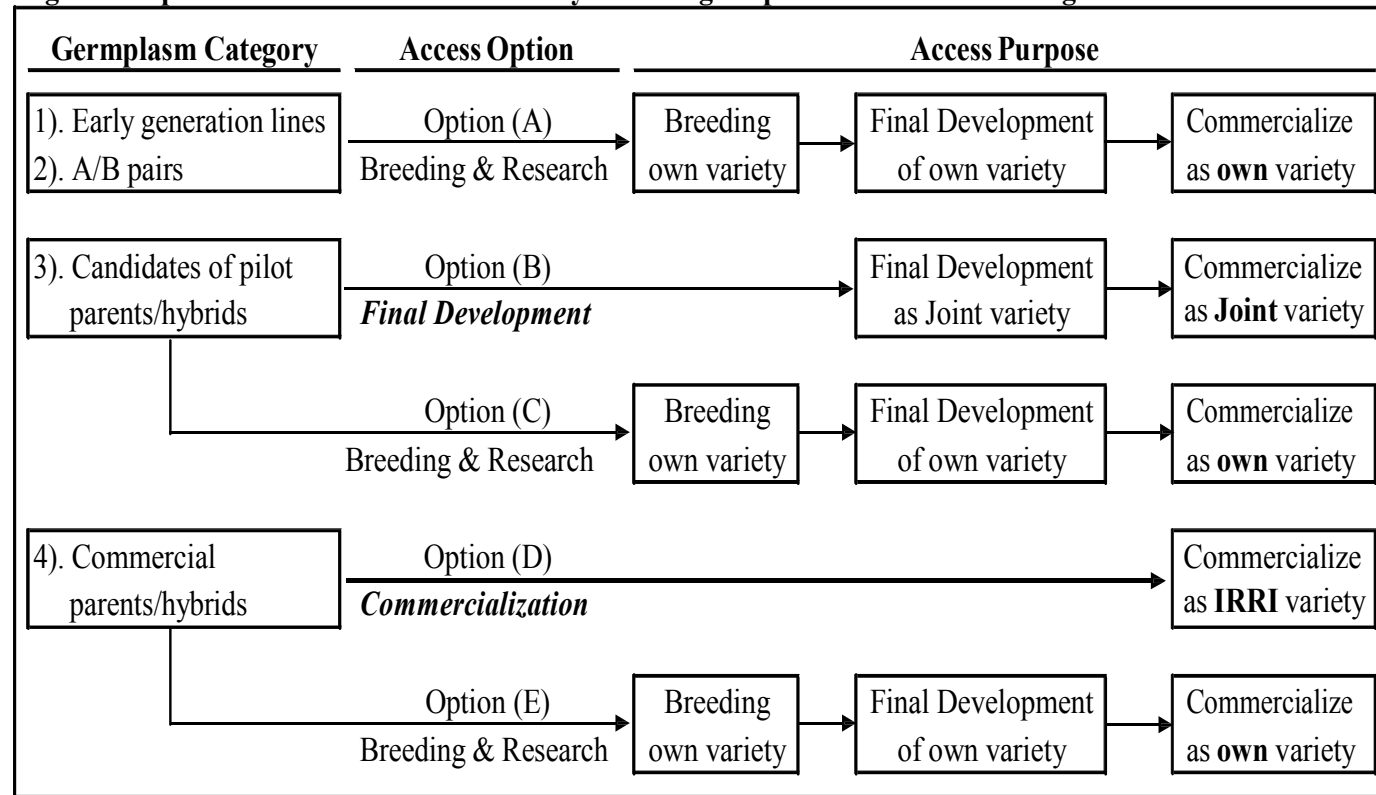
3. AVAILABLE GERMPLASM

1. Early Generation Hybrid Breeding Lines
2. CMS A/B Pairs
3. IRRI-Developed Elite Lines and Pilot Hybrids
4. Commercial Parents and Hybrids



CURRENT HRDC GUIDELINES

Figure 1: Options available for use of IRRI hybrid rice germplasm transferred through the HRDC



CURRENT HRDC GUIDELINES

Table 1. General conditions for access to hybrid rice germplasm materials

Germplasm Category	Access Option	General Conditions of Access
1). Early generation and 2). A/B pairs	(A) Breeding & Research	SMTA with limited access and fee for access
3). Elite hybrid rice parents and pilot hybrids	(B) Final development	SMTA with fee for access and development license including options for limited exclusivity and commercialization license
	(C) Breeding & Research	SMTA with non-exclusive or limited exclusive license
4). Commercialized parents/hybrids	(D) Commercialization	Commercialization license with option for limited exclusivity
	(E) Breeding & Research	SMTA



CURRENT HRDC GUIDELINES

Table 1. General conditions for access to hybrid rice germplasm materials

Germplasm Category	Access Option	General Conditions of Access
1). Early generation and 2). A/B pairs	(A) Breeding & Research	SMTA with limited access and fee for access
3). Elite hybrid rice parents and pilot hybrids	(B) Final development	SMTA with fee for access and development license including options for limited exclusivity and commercialization license
	(C) Breeding & Research	SMTA with non-exclusive or limited exclusive license
4). Commercialized parents/hybrids	(D) Commercialization	Commercialization license with option for limited exclusivity
	(E) Breeding & Research	SMTA



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Section III

CHANGES TO THE HRDC GUIDELINES

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CHANGES TO THE HRDC GUIDELINES

Three MTAs

1. SMTA – Treaty Material
2. Open MTA (OMTA) – Treaty Materials under Development by IRRI “Breeding materials”
3. Custom MTA (CMTA) – Treaty Materials that are developed fully i.e. no further breeding required; however need final development to be ready for commercial sales

All three include the terms and conditions of the SMTA, however 2 and 3 have additional restrictions as permitted by the Treaty and as required by the IA principles to better monitor the impact of IRRI’s intellectual assets and facilitate commercialization of the material if appropriate



CHANGES TO THE HRDC GUIDELINES

Open MTA

Preamble:

IRRI develops and shares improved breeding materials of rice (*Oryza* spp.) with partners who use these materials to study or to develop new rice varieties with improved characteristics for the benefit of rice farmers and consumers. **The improved breeding germplasm (from conventional or from biotechnology-assisted breeding) are products of breeding and research carried out wholly or in part by IRRI and are considered an intellectual asset of IRRI.**

Certain lines of such improved breeding germplasm, including identified genes and DNA sequences together with associated genetic information and know how, hereinafter collectively referred to as the “Breeding Material”, are being provided by IRRI under the following conditions, and are listed in Annex 1 of the associated Standard Material Transfer Agreement (SMTA) and identified therein as **Plant Genetic Resources for Food and Agriculture under Development.**



CHANGES TO THE HRDC GUIDELINES

Open MTA

1. Only breeding and research **NO DIRECT COMMERCIALIZATION** of the breeding material
2. New information related to the breeding material should be provided to IRRI and jointly owned.

If, after breeding and research has taken place, direct commercialization is desired then please ask IRRI for a license.

If, after further breeding, a distinct variety is created and will be commercialized please inform IRRI, so IRRI can include such success in its impact reporting to donors.



CHANGES TO THE HRDC GUIDELINES

Open MTA

3. Recipient binds whole institution to the terms of the agreement
4. Recipient will not claim ownership or seek IP rights on the Breeding Material
5. Results to be shared with IRRI, publications to be shared with IRRI, correct attribution to be given
6. No further transfer of Breeding Material without IRRI's written permission or referral to IRRI.
7. Confidentiality clause



CHANGES TO THE HRDC GUIDELINES

Open MTA

8. IRRI can share the same Breeding Material with others
9. Recipient agrees to abide by all laws related to the transfer of biological materials.
10. What to do with excess Breeding Material at the end of the agreement.
11. No warranties to the Breeding Material, 'As Is'
12. The relevant terms of the SMTA also apply.

Fees would be payable in excess of that allowed under the membership categories



CHANGES TO THE HRDC GUIDELINES

Custom MTA

1. Purpose **as requested** by the Recipient related to final development (e.g. PVP registration etc.) **NO DIRECT COMMERCIALIZATION** of the breeding material without permission from IRRI.
2. New information related to the breeding material should be provided to IRRI.

Custom conditions that are **dependent on the requested purpose** will be added here

Rest of terms and conditions are the same as the OMTA



CURRENT HRDC GUIDELINES

Table 1. General conditions for access to hybrid rice germplasm materials

Germplasm Category	Access Option	General Conditions of Access
1). Early generation and 2). A/B pairs	(A) Breeding & Research	SMTA with limited access and fee for access
3). Elite hybrid rice parents and pilot hybrids	(B) Final development	SMTA with fee for access and development license including options for limited exclusivity and commercialization license
	(C) Breeding & Research	SMTA with non-exclusive or limited exclusive license
4). Commercialized parents/hybrids	(D) Commercialization	Commercialization license with option for limited exclusivity
	(E) Breeding & Research	SMTA



REVISED HRDC GUIDELINES

Table 1. General conditions for access to hybrid rice germplasm materials

Germplasm Category	Access Option	General Conditions of Access
1). Early generation and 2). A/B pairs	(A) Breeding & Research	OMTA (+ fee if applicable)
3). Elite hybrid rice parents and pilot hybrids	(B) Final development	CMTA + fee (Could include options for a commercial license)
	(C) Breeding & Research	OMTA
4). Commercialized parents/hybrids	(D) Commercialization	Commercialization license with option for limited exclusivity
	(E) Breeding & Research	OMTA or other non-restrictive breeding and research arrangement



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Section IV

LICENSING

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LICENSING

Q. How do I request a license agreement to directly commercialize Breeding Material provided to me under an OMTA or CMTA?

A. Inform IRRI and negotiate a license with IRRI or joint owners if appropriate. The License fee rates are in the HRDC Guidelines



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Section V

SUMMARY

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MTA/ACCESS SUMMARY



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MTA/LICENSE SUMMARY



Breeding &
Research

SMTA

OMTA

OMTA

Final
Development

CMTA

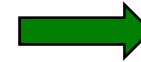
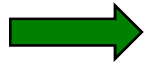
Commercialization

License



IRRI

Testing & Evaluation



Contract



Breeding & Research

SMTA

OMTA

OMTA

Final Development

CMTA

Commercialization

License



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Final Questions and Discussion



SUMMARY

- IRRI needs to be able to measure the impact of its intellectual assets more effectively
- IRRI has developed additional conditions to be added to the SMTA to help in assessing such impact and to ensure control of its intellectual assets
- These modifications have no effect on access to or fees associated with such access to and the subsequent licensing of IRRI developed Breeding Material to HDRC members



CHANGES TO THE GUIDELINES

Custom MTA

Preamble: Same as OMTA

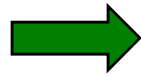
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MTA/ACCESS SUMMARY

Testing & Evaluation



Contract



Breeding & Research

SMTA

OMTA

OMTA

Final Development

CMTA

License



Materials in the HRDC

Type of material	Type of MTA	IRRI	Members
Treaty	SMTA	✓	
Material under development by IRRI (IA)	SMTA plus additional conditions	✓	
Material under development by members	Will depend on origin of material – provider to determine terms and conditions		✓
Material provided by members	Provider to determine terms and conditions		✓

