



Terms of Reference  
**System Council Intellectual Property Group**  
established under the  
CGIAR Principles on the Management of Intellectual Assets

Purpose

This document presents the Terms of Reference for the System Council Intellectual Property Group (“SC IP Group”), established under the CGIAR Principles on the Management of Intellectual Assets (“CGIAR IA Principles”)<sup>1</sup>.

Effective date: 7 March 2012<sup>2</sup>

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<sup>1</sup> The CGIAR Principles on Management of Intellectual Assets are accessible at:

<https://cgspace.cgiar.org/bitstream/handle/10947/4486/CGIAR%20IA%20Principles.pdf?sequence=1>

<sup>2</sup> As set out in the CGIAR IA Principles, arising from the transition of the governance of the CGIAR System in 2016, the Principles were endorsed by the System Council on 12 July 2016, and the System Management Board on 13 July 2016.

A. Role

1. The role of the SC IP Group is to facilitate coordination between the System Council and the System Organization by working in cooperation with the System Organization with regard to the implementation of the CGIAR IA Principles and advising the System Council in order to enable the System Council to provide adequate oversight of Intellectual Asset management in CGIAR while safeguarding sensitive and confidential information.

B. Rights and duties

2. The SC IP Group will have the following rights and duties:
  - 2.1 The right to receive from the System Organization:
    - a. The Consolidated IA Report described in Article 10.2.2 of the CGIAR IA Principles, which shall include the following specific information with respect to each Limited Exclusivity Agreement and Restricted Use Agreement, when relevant:
      1. a general description, including the purpose,
      2. the name and address of any contracting parties,
      3. any target beneficiary markets reached through market segmentation,
      4. any geographies reached through splitting territories,
      5. any market terms associated with the developed products/services (e.g., whether they will be provided royalty-free or at “reasonable cost”),
      6. the duration of any restrictions, and
      7. the basis for allowing such restrictions (e.g., required for Intellectual Asset enhancement, or scope or scale of impact on target beneficiaries), and
    - b. Any audit reports produced under Article 11 of the CGIAR IA Principles;
  - 2.2 The right to request from the System Organization further information about any Limited Exclusivity Agreement, Restricted Use Agreement or IP Application, including the agreements themselves, where the SC IP Group has a reasonable concern about the corresponding Justifications;
  - 2.3 The right to provide the System Organization with any comments or concerns about the Limited Exclusivity Agreements, Restricted Use Agreements and IP Applications or the nature of the corresponding Justifications or any recommendations with respect to the CGIAR IA Principles;

- 2.4 Subject to Article 10.3 of the CGIAR IA Principles, the duty to treat all information received under Articles 2.1 and 2.2 of this Annex 1<sup>3</sup> as confidential, it being understood that the underlying agreements with third parties will have been concluded in a manner to make disclosure to the SC IP Group in accordance with this Annex 1 operative, and it being further understood that such information will be provided to the SC IP Group members subject to confidentiality agreements; if legal action or a serious and credible threat of legal action is made against the System Organization or a Center for an alleged breach of any confidentiality obligation with a third party relating to information received by the SC IP Group under Articles 2.1 and 2.2 of this Annex 1, the Center shall promptly notify the System Organization and/or the System Organization shall promptly notify the System Council.

The System Council, System Organization and the Center shall work in concert to investigate the alleged breach and cooperate among themselves, as appropriate, to address the legal action or threat of legal action.

- 2.5 Subject to Article 2.4 of this Annex 1, the duty to report to the System Council as appropriate about its work;
- 2.6 Subject to Article 2.4 of this Annex 1, the duty to be responsive to the System Council with respect to any requests relating to the System Organization or the Centers in connection with the CGIAR IA Principles.

### C. Membership

3. The SC IP Group will consist of no more than three members and one alternate, who shall be representatives of the System Council, which for the purposes of this Article 3 may include a representative of the ISPC, in order to receive its independent perspective, each designated by the System Council on a two-year basis. The SC IP Group members shall have demonstrated expertise and practical experience in the management of Intellectual Assets and IP Rights. The SC IP Group members will be selected by the System Council after informed discussion and consultation with the System Organization, which will have consulted the Centers, including consideration of any concerns expressed by the System Organization. SC IP Group members may serve for more than one term.

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<sup>3</sup> The reference to “this Annex 1” means these Terms of Reference, as these Terms of Reference are set out in CGIAR IA Principles (refer footnote 1) as “Annex 1”).