

Intellectual Property Management and Technology Transfer

Guideline



የኢትዮጵያ የግብርና ምርምር ኢንስቲትዩት
Ethiopian Institute of Agricultural Research

Intellectual Property Management and Technology Transfer Guideline

©EIAR, 2018

ኢግዎኢ፤ 2011

Website: <http://www.eiar.gov.et>

Tel: +251-11-6462633

Fax: +251-11-6461294

P.O.Box: 2003

Addis Ababa, Ethiopia

Editing and Design: Abebe Kirub

ISBN:9789994466566:

Contents

Preface	3
Introduction	5
Preamble	5
Part One: General Provisions	6
1. Short title	6
2. Definition	7
3. Scope of the Guideline	10
Part Two: IP management procedures	10
4. Organizational structure for IP management	10
5. Procedures for IP filing	11
6. Protection of IP	12
7. Conflict of interest	13
Part Three: Patents, utility models and industrial designs	13
8. Particulars of submission for protection	13
9. Writing a patent/utility model application	14
10. Application and maintenance of patent/utility model	15
11. Patentability of biological inventions	16
12. Registration and use of industrial designs	16
Part Four: Plant variety protection	17
13. Plant variety protection	17
14. Ownership of new plant varieties	17
15. Registration and protection of new plant varieties	18
Part Five: IP Protected by Copyright, Trade Mark, and Geographical Indication	19
16. IP protected by copyright	19
17. IP protected by trademarks	19
18. Geographical indications (GI) of agricultural goods	20
Part Six: Commercialization of Agricultural Technologies	20
19. Procedures	20
20. Cost and pricing	21
21. Licensing	21
22. Monitoring IP, market watch and socio-economic impacts	22
Part Seven: Ownership and Partnership	22
23. Claims of ownership of IPRs	22
Part Eight: Incentives and Benefits	23
24. Incentives	23

Part Nine: Codes of Conduct and Breach of the Rules	24
25. Codes of conduct of EIAR researchers	24
26. Breach of the rules	25
27. Dispute settlement and appeals	25
28. Entry in force of the guideline	25
Part Ten: Formats	26
Form-1: Invention declaration and assignment to EIAR	26
Form-2: Inventor(s)) Declaration (Confidential)	27
Form-3: Intellectual Property Disclosure (IPD)	28
Form-4: Confidentiality Agreement	31
Form-5: IP Database at IPMT	32
Form-6: Memorandum of Understanding /MoU/	34
Form-7: Memorandum of Agreement /MoA/	38
Form-8: Joint Intellectual property management Plan in collaborative research	40
Form-9: Material transfer agreement form	45
Form-10: Technology Licensing Agreement Form	47
Form-11: EIAR technologies for commercialization	50

Preface

Ethiopia as a member of the World Intellectual Property Organization (WIPO) is obliged to comply with the treaties on Intellectual Property. To protect the Intellectual Properties (IPs) Ethiopia incorporated Provisions of IP on the national Constitution, Article 40(2). Based on this provision, the country enacted laws in different aspects of Intellectual property. For instance Proclamation on Inventions, Minor Inventions and Industrial Designs, plant breeders proclamation, proclamations on copy right, trade mark and others.

EIAR recognizes that researches in Agriculture requires IP protection; such as researches in agro-biotechnology and agricultural mechanization will require protection through patents; new plant varieties through variety registration; and other agricultural research publications, Journals, reports through copy right law.

Public private partnerships will play an increasing role in the advancement of agricultural research under the IPR regime. The transfer of IPR enabled agricultural technologies through commercial route will gain greater importance in the future. Intellectual Property Rights (IPRs) are important because they offer possible mechanisms for stimulating research, enabling access to technology and promoting enterprise growth, all for the ultimate benefit of the farming community. One of the objectives of this guideline is to protect the intellectual wealth generated in the EIAR. In today's context, it has become necessary to do so, for unprotected research results in the public domain can lead to unacknowledged use/ exploitation of such research for commercial gains by other agencies both within the country and abroad.

Protection of IP creates incentive for more knowledge and technology generation as scientists/ innovators are recognized and rewarded. Although income generation is not the primary motive for IP protection in EIAR, since only a handful of patents earn significant revenues, nevertheless, resources generated through commercialization of technologies would be useful for important gap filling requirements for research and development purposes. It is expected that the new IP management and technology transfer/ commercialization regime will lead to a change in mindsets of the EIAR community in conformity with the thinking at the national and international levels.

EIAR is the first national institution in Ethiopia, which recognized these imperatives and established an institutional intellectual property rights (IPR) office tasked with managing IPs generated in its agricultural research. The EIAR believes that a coherent IPR policy and working guidelines are important for the proper management of IPR protectable agricultural technologies. EIAR also notes that awareness of researchers on

a range of IPR issues in the EARS has been inadequate and, therefore, needs revamping. The guideline stimulates the research workforce and other stakeholders on IP matters, thereby, increasing IPR literacy and incentives. Overall, the guideline aims to direct the mode of commercial technology transfer in a way that it would better serve the interests of Ethiopian agriculture and the society. These guidelines would be relevant to all concerned bodies and important to begin with the new era of IPR regime in the EIAR.

While promoting these guidelines, it should be clear that EIAR would continue using both the usual public and IPR-enabled commercial routes for transfer of its technologies. IPR protection helps EIAR to leverage access to its technologies especially by the less-well-to-do sections of the society. In addition, EIAR may solicit protection of its technologies as a safeguard against unacknowledged use for commercial gains by entities within and outside the country. IPR-enabled licensing of its research outputs may motivate commercial interests to take up the IP and make further investments into product development.

Finally, it is worth reiterating that the purpose of IPR regimes in agriculture is to provide appropriate incentives for science and commerce to better serve the nation's farmers. The development of the guidelines underwent several stages in its preparation to make the final product comprehensive and user-friendly. I hope that this guideline will alleviate future difficulties in achieving EIAR's objectives.

Mandefro Nigussie (PhD)
Director General, EIAR

Introduction

The Ethiopian Institute of Agricultural Research (EIAR) as a major research Institute is expected to set the pace and lead as an example in matters of agricultural technology intellectual property management. EIAR is the first national research Institute in Ethiopia, which recognized these imperatives and established an institutional intellectual property rights (IPR) office tasked with managing IPs generated in its agricultural research system.

The EIAR believes that a coherent IPR policy and working guidelines are important for the proper management of IPR protectable agricultural technologies. EIAR also notes that awareness of researchers on a range of IPR issues in its research centers and, therefore, needs revamping. These guidelines are expected to awaken the research workforce and other stakeholders on IP matters, thereby, increasing IPR literacy and incentives. Overall, these guidelines are hoped to direct the mode (way) of commercial technology transfer in a way that it would better serve the interests of Ethiopian agriculture and the society. These guidelines would be relevant to all concerned bodies and important to begin with the new era of IPR regime in the EIAR. The guideline has all the provisions to be adopted by other partners in the EARS, notably regional agricultural research Institutes and higher learning institutes.

While promoting this guideline, it should be clear that EIAR would continue using both the usual public and IPR enabled commercial routes for transfer of its technologies. IPR protection helps EIAR to leverage access to its technologies especially by the less-well-to-do sections of the society. In addition, EIAR may solicit protection of its technologies as a safeguard against unacknowledged use for commercial gains by entities within and outside the country. IPR enabled licensing of its R&D outputs may motivate commercial interests to take up the IP and make further investments into product development.

Preamble

EIAR has the duty of pursuing equity in the use of its IP to promote a larger goal of increasing agricultural production and productivity in the country. In this regard, EIAR should be able to use its Intellectual Property (IP) protection and licensing agreements to leverage access to its technologies by the wider agricultural community specially the smallholder farmers in fair terms.

As Ethiopia issued a number of proclamations for IP management in a wide range of sectors including agricultural research, EIAR is obliged to consider these IP laws in its technology generation and transfer process. These laws include

- The FDRE Constitution Article 40 (2)
- Inventions, Minor Inventions and Industrial Designs Proclamation No. 123/1995;
- Revised Plant Breeders' Right Proclamation No. 1068/2017;
- Access to Genetic Resources and Community Knowledge, and Community Rights Proclamation No. 482/2006;
- Trademark Registration and Protection Proclamation No. 501/2006;
- Copyright and Neighboring Rights Protection Proclamation No. 410/2004 and the amending Proclamation No. 872/2014;
- Inventions, Minor Inventions, and Industrial designs council of Ministers Regulation No.12/1997

Objectives of the guideline

This guideline aims to achieve the following objectives:

- To leverage access to agricultural technologies and knowledge generated by researchers for the public benefit;
- To encourage researchers of the institute to generate agricultural technologies and knowledge;
- To ensure fair benefits among technology users, and the institutes from technology and knowledge transfer and commercialization; and
- To manage co-ownership of IP generated from jointly/mutually agreed partnership and collaboration with contracting party.

Part One: General Provisions

1. Short title

This guideline may be cited as the EIAR's Intellectual Property Management and Technology Transfer Guideline

2. Definition

In this guideline unless the context requires otherwise;

- 2.1 **Intellectual property (IP):** means inventions, technologies, developments, materials, compounds, processes and all other research results and tangible research properties, including software and other copy righted works.
- 2.2 **IPR Enabled EIAR Technologies:** means the technologies available at EIAR or its research centers which have been protected by patents, plant variety protection or any other form of IPR in Ethiopia/abroad over which EIAR has exclusive right for transfer and commercialization.
- 2.3 **Intellectual property rights (IPRs):** means ownership and associated rights relating to IP, including patents, rights in utility models, plant breeders rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copy rights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.
- 2.4 **Benefit Sharing:** in EIAR means the sharing of monetary benefits accrued from commercialization of its technologies among its scientists/innovators, research processes and other concerned departments.
- 2.5 **Agricultural Technology:** for the purpose of this guideline mean any new agricultural invention, plant variety, animal breed, biotechnology product and any other related new technologies and knowledge.
- 2.6 **Derived varieties:** means products extracted or developed from original/protected varieties.
- 2.7 **Plant varieties rights (PVR):** are rights granted to the breeder of a new variety of plant that give the breeder exclusive control over the propagating material (including seed, cuttings, divisions, tissue culture) and harvested material (cut flowers, fruit, foliage) of a new variety for a specified number of years.
- 2.8 **Invention:** means an idea of an inventor, which permits in practice the solution to a specific problem in the field of technology.
- 2.9 **Inventor:** means a researcher who contributed to the creation of the IP that meets the criteria for inventor-ship under the national law.
- 2.10 **Patent:** means the title granted to protect inventions; the invention may relate to a product or a process.
- 2.11 **Utility model certificate:** means a certificate issued to a minor invention, which is fit for practical use.
- 2.12 **Copy righted works:** means literary, scientific and artistic works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentation and other materials or works other than software, which qualify for protection under the copyright law.
- 2.13 **New plant variety:** means a variety that:

- 2.13.1 By reason of one or more identifiable characteristics, is clearly distinguishable from all other varieties the existence of which is a matter of common knowledge at the date of application for a plant breeder's right;
- 2.13.2 Which is stable in its essential characteristics, in that after repeated reproduction or multiplication, at the end of each cycle, remains true to its description;
- 2.13.3 Having regard to its particular features of sexual reproduction or vegetative propagation, is sufficiently homogenous or is a well-defined multi-line; and
- 2.13.4. Its material has not been sold or otherwise disposed of to others by the breeder for purposes of commercial exploitation of the variety:
 - 2.13.4.1 In the territory of Ethiopia, earlier than one year before the date of filling of application for plant breeders' right with the Ministry; or
 - 2.13.4.2 In the territory of any other state, earlier than six years in the case of varieties of tree, fruit tree or grape vines, or in the case of other species, earlier than four years before the date of the application.
- 2.14 **Independent claims of a product:** These are claims which stand alone and do not reference any other claim.
- 2.15 **Dependent claims:** These claims are references to another claim and are proper subsets of their parents, i.e., the claim(s) upon which they depend.
- 2.16 **Breeder:** is a person who selectively breeds carefully selected mates, normally of the same breed to sexually reproduce offspring's with specific, consistently replicable qualities and characteristics. This might be as a farmer, an agriculturalist, or a hobbyist, and can be practiced on a large or small scale for food, fun, or profit.
- 2.17 **Commercialization:** means the transfer of IPR enabled technologies or other know-how through assignment, licensing, internal exploitation within the Institute and/or commercialization via a spin-off enterprise.
- 2.18 **Exclusive License:** of an IPR enabled technology means a license which will entitle the Licensee, or the licensee as well as person(s) authorized by him, to exclude all other persons (including the patent holder himself) in the commercial use of the technology covered in the license.
- 2.19 **Non-Exclusive License:** of an IPR enabled technology means a license which will confer on the licensee the right to commercially use that technology whereas, at the same time, the same right could also be made available to other licensee(s) on same, similar or different terms.
- 2.20 **Institute's resource:** means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the Institute in a direct or indirect way.
- 2.21 **Derivative work:** is a work based on or derived from one or more already existing works. Common derivative works include translations, musical arrangements, motion picture versions of literary material or plays, art reproductions, abridgments, and condensations of pre-existing works.
- 2.22 **Breeder seed:** known as foundation seed is seed so designated by an agriculture experiment station. Its production must be carefully supervised or approved by

- representatives of an agricultural experiment station. It is the source of all other certified seed classes, either directly or through registered seeds.
- 2.23 **Research Agreement:** refers to research service agreement, cooperative research agreement, material transfer agreement, confidentiality agreements, consultancy agreements and any other type of agreement concerning research persuaded by researchers and/or IP created at the Institute.
- 2.24 **Joint Intellectual Property Management Plan (JIPMP):** means a document embodying the mutually agreed terms concerning the IP aspects of collaborative research jointly carried out by the research partners. This includes the ownership details and conditions for use of IP resources already available with different partners, mutually agreed terms for in-licensing of proprietary research tools, sharing the ownership of IP generated, licensing of IPR enabled technologies, and sharing of commercial benefits, etc. Joint IP management plan can be altered mid-way with mutual consent of research partners.
- 2.25 **License:** means the document embodying legal permission from EIAR to the other party/s to use its technologies/IP/Knowledge for commercial or other purposes under the terms and conditions and limitations, including a license fee and/or royalty, as negotiated and specified in the license.
- 2.26 **Material Transfer Agreement (MTA):** means a document embodying the mutually agreed terms in the transfer of a material (any genetic resource or IP) from EIAR to another organization/ establishment/ person or vice versa.
- 2.27 **Researcher:** is anyone who uses EIAR's resources and performs any research task in the Institute or participates in any research project administered by the Institute including those funded by external sponsors. It includes;
- 2.27.1. Persons employed by the Institute, including student employees and technical staff,
 - 2.27.2 Students, including graduate and post graduate students of the Institute, or
 - 2.7.3 Visiting scientists.
- 2.28 **Visiting researcher:** means an individual having an association with the Institute without a link either as an employee or student. Visiting researcher includes academic visitors, individuals with honorary appointments in the Institute and emeritus staff.
- 2.29 **Spin-off:** means a company established for the purpose of exploiting IP originating from the Institute.
- 2.30 **Potential licensee:** Any individual, organization, or industry wanting to commercially utilize an invention is a potential licensee.
- 2.31 **Net income:** shall mean all license fees, royalties and any other money received by EIAR, arising from the commercialization of IP less all the expenses incurred in connection with the protection and commercialization of the IP at the institute.
- 2.32 **Principal Investigator (PI):** the lead scientist involved in and responsible for carrying out research project.
- 2.33 **Traditional knowledge:** include agricultural knowledge; scientific knowledge; technical knowledge; ecological knowledge; medicinal knowledge, including related medicines and remedies; biodiversity-related knowledge; expressions of folklore in the form of music, dance, song, handicrafts, designs, stories and artwork; elements of languages, such as names, geographical indications and symbols; and, movable cultural properties.

- 2.34 **Significant use:** mean the utilization of the EIAR resources besides library facilities, facilities available to the general public and occasional use of personal office equipment, and office staff may not be considered as significant use.
- 2.35 **Ministry:** means the FDRE Ministry of Agriculture and Natural Resource.
- 2.36 **Institute:** means EIAR.
- 2.37 **Gender:** the provisions of this Guideline set out in the masculine gender shall also apply to the feminine gender.

3. Scope of the Guideline

- 3.1 This guideline shall be applicable on EIAR.
- 3.2 This guideline shall apply to all IP generated by the institute.
- 3.3 This guideline shall apply to all researchers who have established legal relationship with the Institute based on this guideline. Such a legal relationship may arise pursuant to the provision of law, collective agreement, or individual agreement.
- 3.4 The rules of this guideline shall apply to other contracting parties who have established legal relationship with the EIAR through Joint research agreements, consortium performance agreement, sub-agreements, Program implementation agreement, Memorandum of Agreement, Memorandum of Understanding, or any other legal relation.
- 3.5 The guideline shall not apply in the cases in which the researcher entered into an explicit agreement to the contrary with the institute before the effective date of the guideline, or the Institute previously entered into an agreement with a third party concerning right and obligation set out in this guideline.
- 3.6 This guideline shall apply with any present or future laws and Institutional structures of EIAR.

Part Two: IP management procedures

4. Organizational structure for IP management

- 4.1 The Intellectual Property Management Team (IPMT) shall functions all matters of IP management and technology transfer of EIAR.
- 4.2 The team will have necessary qualified professionals from different fields.
- 4.3 The head of IPMT will be a researcher.
- 4.4 Duties and Responsibilities of IPMT
- 4.5.1. Undertake day-to-day activities of all matters related to IP management, technology transfer and commercialization of the Institute.
- 4.5.2. Conduct IP auditing to assess, manage, protect, transfer, maintain and commercialize available IP generated by the Institute.
- 4.5.3. Undertake IP valuation of EIAR.

- 4.5.4. Develop a working system to follow up, monitor, and evaluate IP management, technology transfer and commercialization of the Institute.
- 4.5.5. Documentation of IP generated through the EIAR's research or using EIAR's resources and maintain IP database of EIAR (Format 5).
- 4.5.6. On demand, provide assistance to researchers, agricultural research institutes, Higher Learning Institutions (HLIs) and private organizations in, *inter alia*, capacity building, IP auditing, technology protection and technology licensing.

5. Procedures for IP filing

IPMT shall take the following procedures to seek IP protection in EIAR:

- 5.1 All researchers shall assign the IP rights in their research results to EIAR.
- 5.2 All applications shall be made in the name of EIAR.
- 5.3 IPR applications filed by EIAR shall mention the names of all concerned researchers as inventors/innovators of the IP.
- 5.4 IPR applications shall be signed by the head of the IPMT.
- 5.5 Processing of all IPR management applications and maintenance of IPR titles shall be undertaken by IPMT as per this guideline.
- 5.6 IPMT shall undertake all actions pertaining to the filing of IPR applications and their follow up under the law including the maintenance of IPR, and the further management of IP.
- 5.7 EIAR researchers shall confidentially disclose the IP contemplated from their research results for IPR protection to IPMT in accordance with this guideline (Forms 1 to 4).
- 5.8 Researchers shall prepare their formal invention disclosure form (Form 2) in triplicate copies, get them signed by their research program/process/directorate as appropriate.
- 5.9 A copy of the appropriately filled form shall be submitted to the DG of the EIAR through the head of IPMT to make him/her aware of all IP disclosures.
- 5.10 Where IP is generated because of research collaboration between EIAR and other domestic institute(s), and higher learning institution(s), the IPR protection will be owned based on contractual agreement. In any other situation, the action for IPR protection will be taken in mutual consideration and consent of the concerned institutes. The IPMT shall be informed accordingly. In case other party is not interested in the IP by written consent, it can be assigned exclusively to EIAR.
- 5.11 IPR shared between EIAR and foreign partner(s) will be processed for protection and maintained by EIAR or as per the mutually agreed terms (Form 7). In case a joint owner(s) is not interested in the IP by written consent, it can be assigned exclusively to EIAR. When IP is generated under funding or in

collaboration with a foreign /sponsor or partner, protection of IP shall be undertaken by IPMT/EIAR. Application shall be filed in Ethiopia to secure the priority date. The IP ownership and further course of action will be decided based on policy framework for IP management and mutually agreed terms with the foreign partner/s.

- 5.12 All concerned researchers and other employees of the EIAR shall enter into appropriate confidentiality agreement before exposing any undisclosed information/ research results/ knowledge even to disclose it for a short-term. Confidentiality of the technological aspects/IP of EIAR must be ensured.

6. Protection of IP

- 6.1 Any research result of EIAR, which is protectable as IPR in any form under the Ethiopian law, shall be protected and maintained for its IPR enabled transfer and use.
- 6.2 Research results in any field of technology, whether processes or products, which are new, inventive (non-obvious) and useful (industrially applicable), and are patentable under the Ethiopian law, constitute the patentable IP of EIAR.
- 6.3 IP Protections will be given when the technology or research result fulfills the conditions stated under Proclamation No. 123/1995.
- 6.4 New plant varieties can be protected using provisions in the Revised Plant Breeders' Right Proclamation No. 1068/2017:
- 6.5 The EIAR logo shall be used in all commercial products licensed by EIAR to recognize ownership over the technologies.
- 6.6 EIAR shall develop and register further marks for products developed using its IP.
- 6.7 EIAR's copyright exists in all its institutional creations/ works, viz., publications, audio-visuals, designs, computer programs, etc. These works upon creation are protected by copyright law of the country provided they fulfill the criteria's of the concerned laws.
- 6.8 Industrial designs of any commercial value, developed in EIAR, may be protected as registered designs under the Inventions, Minor Inventions, and Industrial Designs Proclamation No. 123/1995.
- 6.9 Knowledge available with EIAR, which could lead to development of commercial product from an IP generated by its employees, constitutes IP.
- 6.10 EIAR may protect such knowledge as trade secret. Therefore, a confidentiality agreement with the other party shall be entered and signed (Form 3) before any demonstration of the technology or its validation or scaling up is undertaken.
- 6.11 EIAR requires its researchers to keep record of the use of genetic resources and knowledge to disclose the same in all invention disclosures and IPR applications.

6.12 The EIAR shall adopt best practices and shall seek consent from the Institute of Biodiversity Conservation (IBC) as per Proclamation No. 482/2006.

7. Conflict of interest

- 7.1 A researcher's primary commitment of time and intellectual contributions as an employee of EIAR should be to EIAR.
- 7.2 In case of IP generated in collaboration with a foreign partner, protection of IP shall be undertaken by EIAR. Application shall be filed in Ethiopian Intellectual Property Office (EIPO) to secure the priority date. The IP ownership and further course of action will be decided based on their agreement with the foreign partner.
- 7.3 Conflict of interest might emanate from within the EIAR among its staff in sharing credits for IP or information generated. The sharing of credits under such conflicts will be resolved in accordance with the levels of contribution. Therefore, decision will be made based on the record of their contribution of each staff member beginning from research problem identification to final write-up and reporting of results is vital.
- 7.4 When conflict of interest related to sharing of IP involves external partners/ collaborators, this will be resolved as per mutually agreed terms set out in the agreement signed between EIAR and the other party.
- 7.5 Provisions in EIAR data management policy and research ethics shall be applied to resolve the conflicts.

Part Three: Patents, utility models and industrial designs

8. Particulars of submission for protection

- 8.1 Research results in EIAR, such as farm machineries, chemicals, chemical compositions, processes of producing products, and similar innovations, which are protectable under Proclamation No. 123/1995 and have scope for technology transfer will be taken up for protection as per this guideline.
- 8.2 EIAR researchers/innovators who consider that they are in possession of a patentable IP, or that such a result is likely to emerge soon from their research shall proceed to take steps through the IPMT (Forms 1 to 4).

- 8.3 The concerned researcher shall notify to IPMT in making a confidential disclosure of the patentable IP generated/likely to be generated soon by him/her (Form 2)
- 8.4 The IPMT will duly consider and formally process the application for acceptance/ rejection of each patent/utility model proposal and inform the same to the concerned researchers.
- 8.5 The IPMT will maintain information on the decision in its central database.
- 8.6 In case the researcher knows research results and he/she believes that the IP generated can qualify for patent protection, he shall not publish or divulge any information on the results before filing to EIPO.
- 8.7 If necessary to disclose ongoing research result to other parties, the researcher(s)/the research team should maintain confidentiality of the information through confidentiality agreement.
- 8.8 Formats for IP disclosure, confidentiality agreements, and invention assignment are prepared by IPMT and annexed to this guideline (Forms 1 to 4).
- 8.9 As per Access to Genetic Resources and Community Knowledge, and Community Rights Proclamation, the researchers are required to disclose in the invention disclosure form the source and geographical origin of the biological material used in research and any traditional knowledge of Ethiopia, which may be the basis of the invention.
- 8.10 Application for patent/utility model to file in EIPO shall be approved by the DG of EIAR.

9. Writing a patent/utility model application

- 9.1 The primary information collected shall be collated to prepare the patent application (patent document) for filing in EIPO.
- 9.2 All patent applications will be filed as per the Inventions, Minor Inventions, and Industrial Designs Council of Ministers Regulations No. 12/1997.
- 9.3 As per the Regulations No. 12/1997, a patent application document shall specify name, address, nationality, residence, and title of the Invention, Abstract, Description, Claims, and Drawings. Inventors' names and address shall be accompanied by application statement.
- 9.4 The Description part of the patent document should specify the field of the invention, prior art, and the task the invention is designed to fulfill, comparing the merits of the present invention with the prior art in accordance with the formats of Ethiopian Intellectual Property Office (EIPO).
- 9.5 The information given in this part of the document should be sufficient for the patent examiner/s to understand the invention and a person having ordinary skill to carry out the invention in the manner described.

- 9.6 At least one mode of carrying out the invention should be described. This part should also explicitly indicate industrial applicability of the invention (Article 11 of Regulations No. 12/1997).
- 9.7 The Claims part is the most important part of the patent document and it legally defines the boundaries of the required protection. This part should clearly define the matter for which protection is sought. Claims may either be a product or process (Article 11 of Regulations No. 12/1997).
- 9.8 The Application shall be made in writing and shall relate to one invention only. However, two or more inventions, belonging to a single general concept, may be as one application (Article 9.2 of Proclamation No. 123/1995).
- 9.9 Nonetheless, inclusion of two or more independent claims of the same category is permissible (Article 17 of Regulations No. 12/1997).

10. Application and maintenance of patent/utility model

- 10.1 Application shall be filed by IPMT within a maximum of 5 working days after the final decision by DG of EIAR.
- 10.2 After filing patent application but before decision on the grant of patent is reached, there is a room for making amendments to the application or for dividing the application into two or more applications (Article 18 of Regulations No. 12/1997).
- 10.3 However, the amendment and each divisional application shall not go beyond the disclosure in the initial application.
- 10.4 When it is observed that a patent application made by EIAR claims more than one invention, the IPMT may file divisional application to separate inventions in the original application.
- 10.5 The priority date for all the divisional applications from a single application will be the same as that claimed by the original application.
- 10.6 The complete specification of the divisional application should not include any matter, which has not been substantively disclosed in the complete specification of the first application.
- 10.7 In addition, the reference of parent application should be made in the body of the specification.
- 10.8 It is possible to convert an application for a patent into an application for a utility model and vice versa before decision on the grant of a patent or utility model has been reached (Article 43 of Proclamation No. 123/1995). In such instance, the filing date will be the date of initial application.
- 10.9 Patent of introduction is issued to an invention that has been patented abroad. However, such patent may be nullified if the original patentee files an application in Ethiopia within 12 months of application in a foreign country or

the owner of patent of introduction fails to prove working of the invention within three years of introduction (Articles 18, 20 and 21 of Proclamation No. 123/1995).

- 10.10 The IPMT will maintain the patents obtained by EIAR by effecting payment of the requisite fees at the EIPO.
- 10.11 Maintenance of unlicensed patents in the IPR portfolio beyond a period of five years will be done on case-by-case basis in consultation with the DG and the research program/team.
- 10.12 IPMT will develop a system of patent watch in order to monitor all EIAR patents that require protecting or defending when challenged.
- 10.13 IPMT will take preventive action with the assistance of legal and business experts. In cases where further legal action is required, the case with the approval of the DG shall be referred to the legal office for further action.

11. Patentability of biological inventions

- 11.1. According to proclamation No. 123/1995, plants, animal varieties, or essentially biological processes for the production of plants or animals, methods for treatment of animals by surgery or therapy as well as diagnostic methods practiced on the animal body are not patentable.
- 11.1 Nonetheless, products used in any of the methods for the treatment of animal body by surgery or therapy, as well as products used in any of the diagnostic methods practiced on animal body are patentable.
- 11.2 Inventions contrary to public order or morality as well as discoveries, scientific theories and mathematical methods are not patentable.
- 11.3 Given the above, any living entity of artificial origin such as transgenic plants and any part thereof are not patentable.
- 11.4 In addition, biological materials such as recombinant DNA, plasmids, and processes of manufacturing thereof and essentially biological processes for the production of plants and animals such as method of crossing or breeding are not patentable.

12. Registration and use of industrial designs

- 12.1 EIAR may seek industrial design protection for technologies involving considerations of shape, configuration, and pattern.
- 12.2 The legal framework for registering such IP is given under the Inventions, Minor Inventions, and Industrial Designs Proclamation No. 123/1995.

- 12.3 In order to be eligible for registration, a design must be new and possess practical applicability.
- 12.4 The design should not have been disclosed in Ethiopia or elsewhere for more than one year before the date of filing an application for registration.
- 12.5 The design is deemed to have practical applicability if it is capable of serving as a model for repeated manufacture of products.
- 12.6 Any new farm machine or any process equipment in prototype stage can be registered as design if considered eligible.

Part Four: Plant variety protection

13. Plant variety protection

IP to plant varieties are governed by Revised Plant Breeders' Right Proclamation No. 1068/2017.

14. Ownership of new plant varieties

- 14.1 Consistent with Article 11(4) of the Revised Plant Breeders' Right Proclamation No. 1068/2017, EIAR is the sole owner of plant varieties developed in its research centers.
- 14.2 As per Article 11(3) of the Revised Plant Breeders' Right Proclamation, EIAR may also file joint applications, on mutually agreed terms, with others such as RARIs and HLIs or other concerned research establishments in the public or private sector for varieties that have been developed through collaborative efforts.
- 14.3 The applications made under sub-Article 2 of this Article shall be made consistent with Article 11(1) of the Revised Plant Breeders' Right Proclamation.
- 14.4 Where the research partner(s) assign a jointly developed plant variety to EIAR for protection and further management, EIAR will file the PVP application as a sole applicant. However, it shall include the name of the research partner as the breeder of the candidate variety in the PVP application.
- 14.5 EIAR will share benefit accrued from commercialization of that variety with the research partner on mutually agreed terms.
- 14.6 Where the research partner is an international agency or a foreign client; and the variety is developed in EIAR, the ownership and the licensing rights will be determined on mutually agreed terms.

15. Registration and protection of new plant varieties

- 15.1 Registration and protection of new plant varieties in Ethiopia is done at the MoA.
- 15.2 New plant varieties to be protected should pass through the customary evaluation and approval procedures of the NVRC.
- 15.3 The Research Program/Process will gather and prepare a written list of varieties in verification/adaptive testing (introduced technologies) stages with their performance data.
- 15.4 Candidate varieties shall be submitted to the NVRC by Research Program/Process.
- 15.5 The Crop Research Program/Process will prepare the crop wise list of prospective varieties to be protected by plant breeders' right and submit application to the Ministry as per proclamation No 1068/2017.
- 15.6 IPMT will collect and document those released/registered crop varieties for transfer and commercialization.
- 15.7 IPMT in collaboration with the research program/ process shall determine from those released/registered varieties that to be licensed for commercialization. IPMT will submit the written document to the DG of EIAR for approval and maintenance for protection.
- 15.8 IPMT up on the approval will facilitate transfer and commercialization of released/registered varieties in collaboration with concerned research program/process.
- 15.9 The IPMT will undertake periodical reviews and decide on further maintenance of titles by payment of requisite fees based on actual performance of a variety, further licensing potential of the variety in Ethiopia or abroad, potential use of the variety for further variety development program, or any specific criteria considered appropriate for the purpose.
- 15.10 Concerned centers will be responsible for the maintenance of varietal purity and will ensure the availability of breeder seed for public supply or commercial use, as applicable.
- 15.11 All concerned centers shall specifically provide the performance limits under each of the different environments that are considered suitable for cultivation of the variety proposed for registration and protection.
- 15.12 IPMT monitors the implementation of license agreement.

Part Five: IP Protected by Copyright, Trade Mark, and Geographical Indication

16. IP protected by copyright

- 16.1 Copyright and neighboring rights are protected by Copyright and Neighboring Rights Protection Proclamation No. 410/2004 and the revised proclamation No. 872/2014.
- 16.2 IP protected under this proclamation include articles published on journals, websites, books, photographs, manuals, research database, computer programs, audiovisuals works, research reports, manuscripts in proceedings, sound records, and any other creative works.
- 16.3 According to the Proclamation No. 410/2004, a work irrespective of its quality is entitled for protection upon creation without any formality provided that the work is original and fixed, i.e., registration is not a requirement for copyright protection (Article 6).
- 16.4 Under the Ethiopian copyrights law, derivative works such as translations, adaptations, arrangements and other transformations or modifications of works qualify for protection.
- 16.5 Rights on derivative works ought to have the consent of the original copyright holder (Article 4).
- 16.6 The owner of copyrights cannot forbid a reproduction of a published work by libraries, for teaching purpose, for quotation of a published work, single copy by a physical person exclusively for his own personal use, without exceeding fair practice and the extent justified by the purpose. Such use should also be accompanied by indications of source and the name of the author.
- 16.7 IPMT will establish an online registration system to document those works under copyright protection; and researchers are required to register their copyrighted works on the online register system of the EIAR.
- 16.8 IPMT will identify those works under copyright protection in collaboration with concerned research program/process to register at EIPO.

17. IP protected by trademarks

- 17.1 Trademark Registration and Protection Proclamation 501/2006 applies to the protection of EIAR logo, service and product words, designs, letters, numerals, colors, shape of goods or packaging or the combinations thereof.

- 17.2 IPMT shall process the registration of EIAR trademarks for licensing, commercializing and marketing of EIAR products and services.
- 17.3 EIAR may also lay down conditions before the licensees of EIAR products and services to use the trademarks of EIAR on the packing of its licensed products and services.
- 17.4 EIAR may suitably evolve its trademarks regime over time and the IPMT may register such marks for further use and building a portfolio of intellectual assets.
- 17.5 Research program/process shall be obliged to use the trademarks of EIAR on presentation slides, published documents, reports, service and product packages, EIAR properties, and similar works.
- 17.6 IPMT will publicize the trademarks of EIAR to the research community and the public.

18. Geographical indications (GI) of agricultural goods

- 18.1 Geographical indications, as a distinct form of IP are not related to ownership/user ship interest to EIAR but can be of broader relevance.
- 18.2 Geographical indications (GI) of agricultural goods that EIAR will tender technical assistance and advice include plant landraces, domestic animal breeds having reputable quality and characteristics attributed from its geographical origin.
- 18.3 EIAR shall work with concerned government bodies and community leaders for identification and protection of those goods by collective certification mark for the community as per Trademark Registration and Protection Proclamation 501/2006 at EIPO.

Part Six: Commercialization of Agricultural Technologies

19. Procedures

- 19.1 EIAR identify those technologies ready for commercialization shall be maintained in a central database.
- 19.2 IPMT will employ different promotional activities such as technology fair, advertisement through media, platforms and other appropriate promotion means to potential licensees.

- 19.3 EIAR shall conduct technology incubation for commercialization and facilitate startups/ spin off enterprises/business entities.
- 19.4 IPMT will disclose the salient features of technology ready for commercialization.
- 19.5 The technology disclosure for commercialization will be made on contractual agreement.
- 19.6 The IPMT shall supply information to the registered agencies on the technology developed giving its details and potential benefits.

20. Cost and pricing

- 20.1 The modes of payment (license fee and/or royalty) will be on mutually agreed terms with the licensee and flexible on a case-by-case basis.
- 20.1 IPMT will also support studies for developing indicative models/case studies for valuation, costing and pricing of IP enabled agricultural technologies of different fields.

21.Licensing

- 21.1 Licenses will be case-specific, non-exclusive or exclusive. Appropriate joint commercialization agreements would also be entered into.
- 21.2 When IPRs is licensed through an open bidding process, it will be given to the licensee. However, depending upon the manufacturing capacity and size of business of the licensee, other interested parties from outside the territory of his business may also be considered if the technology has to be disseminated widely and rapidly. Alternately, a sub-licensing clause will be incorporated which may require the licensee to share a part of the license fee from any sub-licenses that he may enter into with that technology.
- 21.3 The duration for which EIAR will issue licenses will also be negotiated with the licensee and settled on mutually agreed terms. Joint commercialization of IPRs enabled EIAR technologies to be undertaken on mutually agreed terms with another commercial enterprise when a close scientific supervision of scaling up or product development is required or in any other appropriate situation.
- 21.4 Transfer of IPRs enabled technology by IPMT and payments by the licensees will be in accordance with the terms and conditions recorded in the licensing agreements. If required, the concerned researchers will demonstrate the technology on lab scale to the licensee under confidentiality agreement.

21.5 In cases of use of EIAR knowledge base by foreign clients for research, or commercial purposes, all issues relating to contracting, target domain, pricing, payment and ownership of IPRs will be pre-determined in a Memorandum of Agreement signed by EIAR and the foreign client. IPMT shall advise EIAR on the terms, conditions, and limitations of the agreement with prospective foreign client.

22. Monitoring IP, market watch and socio-economic impacts

22.1 A mechanism of monitoring the commercialization activities in EIAR shall include IP and market watch to safeguard EIAR interests and to bring further refinement in their approach to commercialization.

22.2 IPMT shall arrange case-specific studies to assess socio-economic impact of the commercialized IPR enabled EIAR technologies and any other knowledge.

Part Seven: Ownership and Partnership

23. Claims of ownership of IPRs

23.1 EIAR researchers shall disclose inventions and transfer the IP rights in the research results obtained by them to the EIAR using the standard format and IP disclosure forms (Forms 1 to 4).

23.2 IP generated by EIAR research under collaborative research projects will be owned jointly by the EIAR and its partners based on mutually agreed terms.

23.3 When EIAR permits any researcher to proceed on researcher-entrepreneurship to either set-up his own enterprise or to work with some private agency for commercial venture with the IP generated by him in EIAR, the terms of use of such IP shall be clearly spelt out in the agreement between the EIAR and the concerned researcher.

23.4 Rights related to IP that is created during an academic visit by the employee of EIAR to another institute shall be governed by an agreement between EIAR and the other institute. If the EIAR's IP rights are not affected, the IP created during the visit shall belong to the other institute unless otherwise provided in an agreement.

23.5 EIAR shall jointly own IPRs generated by visiting researchers in the course of their activities during their stay in EIAR.

Part Eight: Incentives and Benefits

24. Incentives

24.1 EIAR shall pay a share of income obtained from commercialization of IP to those of the researchers who generate that particular IP.

24.2 The amount to be distributed will be the accruals after deduction of service tax and the amount retained by EIAR for augmenting IP management.

24.3 Payment will be treated as royalty fee of the researchers and shall be taxable as per the law.

24.4 The net revenue for sharing between various stakeholders will be determined as follows:

24.4.1 Gross revenue (commercial benefits accrued from license fees/ royalties) = A;

24.4.2 Service tax paid or due = B;

24.4.3. Amount retained by EIAR for augmenting IP management = 30% of A = C;
and

Then, Net revenue money to be shared as incentive = $A - B - C = X$

24.5 The share of revenue from the net income shall be made annually and in accordance with the following scheme

Net income	Researcher(s)	EIAR
-	40%	60%

24.6 The sharing ratios of EIAR share shall be divisible as follows

Overhead cost	Concerned research program/process	Future research fund
15%	20%	25%

24.7 When necessary, the percentage ratio stipulated in the above sub Articles 5 and 6 of this article may be revised.

24.8 In cases where there is more than one researcher, the researchers share is divided between the researchers in a proportion, which reflects their respective contributions as provided in the signed IP disclosure form.

24.9 In case of establishing a spin-off enterprise, an individual agreement between EIAR and the researcher(s) shall be applicable regarding the share of equity. The conditions of the agreement shall be negotiated on a case-by-case basis

having due regard to the contribution of the researchers to any further development and the exploitation beyond the creation of IP and to any funding provided by the researcher(s), EIAR or any third parties acquiring a share of quality in the enterprise. The decision concerning the conditions of a spin-off establishment shall be taken by the IPMT.

- 24.10 There will be no upper limit on the amount to be received as royalty fee by an EIAR researcher or other team/staff member because of IPR enabled technology commercialization.

Part Nine: Codes of Conduct and Breach of the Rules

25. Codes of conduct of EIAR researchers

- 25.1 It is the responsibility of each researcher to ensure that their agreements with third parties do not conflict with their obligations to this guideline. This provision shall apply in particular to private consultancy and other research service agreements concluded with third parties. Each researcher should make his obligations to EIAR clear to those with whom such agreements may be made, and should ensure that they are provided with a copy of this guideline.
- 25.2 Researcher shall keep EIAR's Institutional secret in confidence. in terms of this guideline, *inter alia*, every fact, information, solution, or data related to the research carried out at the EIAR, whose public disclosure, or its acquisition or exploitation by unauthorized person could damage or endanger EIAR's lawful financial, economic or market interests shall qualify as business secret. Researcher shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.
- 25.3 Should any doubt arise concerning conflict of interest or confidentiality issues researchers are advised to consult with IPMT.
- 25.4 Researchers shall promptly report all potential and existing conflicts of interest to IPMT in order to reach solution satisfactory to each concerned party.
- 25.5 Under no circumstance should EIAR scientists take private consultancy contract in a specific ongoing or recently completed (results not yet made public) research project topic they are employed in at the EIAR without the prior consent of the Institute.
- 25.6 In situations where a scientist's topic of research assignment overlaps with areas of interest in a private enterprise, the scientist should seek prior approval from the Institute to get involved in such enterprises at any capacity.

- 25.7 EIAR will consider deputing its researchers to the industry for up scaling or refining its IPR enabled technologies that have been licensed to the particular industry.
- 25.8 Researcher-entrepreneur shall use the period of leave for technology commercialization. The researcher may use EIAR's core shared facilities subject to availability and by making payment of rentals for EIAR.
- 25.9 Except for charging a nominal license fee for the non-exclusive license and rentals for using core-shared facilities, if applicable, EIAR will not claim any ownership and licensing right in any new IP generated nor a share from commercial proceeds in the entrepreneurship.
- 25.10 The scientist entrepreneur will keep a liaison with the IPMT in the leave period and comply with the requirements of the agreement.
- 25.11 At the end of the leave period, the researcher may either resign from his job in EIAR to further pursue the enterprise or rejoin EIAR. However, he must prepare final report on the status of the technology commercialization.

26. Breach of the rules

Breach of the provisions of this guideline shall be dealt with under the procedures in part two of this guideline.

27. Dispute settlement and appeals

- 27.1 In case when dispute occurred, to arrive at a settlement, use will be made of mediation, reconciliation, or arbitration. Arbitration clause may be incorporated in the agreement.
- 27.2 If the parties would not reach into agreement as per sub- Article 1 of this provision, the aggrieved party shall apply to the IPMT within 15 working days after the date of the decision.
- 27.3 Any of the parties who would not satisfy with the decision of the IPMT shall institute a case to the DG of EIAR.

28. Entry in force of the guideline

28.1 All agreements concluded by EIAR and the researcher(s) at an earlier time shall be governed by the provisions of the guideline in effect at the time of the signing of such contracts.

28.2 The Guideline shall come in to effect on _____ day of 2018.

Part Ten: Formats

Form-1: Invention declaration and assignment to EIAR

To: Intellectual Property Management Team (IPMT),
Ethiopian Institute of Agricultural Research
Addis Ababa

Subject: Undertaking and Declaration concerning Invention made by the undersigned

Concerning the invention made by *us* and *our* request to forward the proposal for filing application for Patent /Utility Model, *we* reiterate the following facts:

- i) That the title of our invention is _____
- ii) That the invention made by us is completely new and is because of inventive steps taken by us. It has not been published.
- iii) There is no lawful ground of objection to the grant of patent in respect of our invention.
- iv) We have perused the available literature on the subject and we confirm that no invention has been made by any person of the title mentioned in item No. (i) above.
- v) We undertake to keep you posted of developments concerning correspondence/business discussion if any, pertaining to the above-mentioned invention, in the future.
- vi) We give below the declaration for assignment of rights to EIAR. In view of the above facts, we request you to kindly expedite the filing of the application.

Sincerely,

Place _____

Inventor	Signature	Date
Name		
Name		
Name		

Copy to: The DG (.....) Ethiopian Institute of Agricultural Research.

Form-2: Inventor(s) Declaration (Confidential)

I/We _____, _____, _____ (Name(s) of Inventor(s) with Designation and Address _____ declare that all rights for the invention _____ (Title of Patent / utility model certificate/ as given in the Application) _____ are assigned by me/us to the applicant “Ethiopian Institute of Agricultural Research (EIAR), Whose Address: Addis Ababa City, Bole sub-city, Kebele 12/13, Tel. +251-11-646-2270, Fax: +251-11-646-1251, P.O.Box: 2003” and the application is signed on behalf of the assignee by the head of IPMT.
 OnDay of Month, 20.....

Inventor	Signature	Date
Name		
Name		
Name		

 IPMT Head Name

 Signature

 Date

Witnesses

Name with Designation	Signatures	Date

	(either outside or within EIAR)? Yes <input type="checkbox"/> No			
	Please list below.			
	Institution/Company/Person	Dates	Material	MTA
9.1				Yes <input type="checkbox"/> No <input type="checkbox"/>
9.2				Yes <input type="checkbox"/> No <input type="checkbox"/>
9.3				Yes <input type="checkbox"/> No <input type="checkbox"/>
10	Please list all sources of funds, internal and external, that gave rise to the Intellectual Property and provide the details below. Information must be complete and the total percentage support must equal 100%. (i.e., departmental funds, salary source, grant information, etc.)			
	Agency/Sponsor	Dates of Agreement	Grant/Contract No.	Estimated %
10.1				
10.2				
10.3				
10.4				
11	Disclosers: Please list all persons believed to have made essential contributions to the IP during the evolution of the initial concept or it comes in to functional. Include EIAR employees as well as non-employees of EIAR and obtain signatures from all Disclosers. (Fax signatures of non-EIAR personnel will be accepted.) Determination of inventorship is a legal matter and will be determined by the nation laws.			
11.1	Lead Disclosure			
	Name: _____ Passport/ID No. _____ Telephone/Mobile No.: _____ Email: _____ Home Address: _____ Citizenship: _____ Employee of EIAR: Yes <input type="checkbox"/> No <input type="checkbox"/> Signature: _____			
11.2	Discloser No. 2			
	Name: _____ Passport/ID No. _____ Telephone/Mobile No.: _____ Email: _____ Home Address: _____ Citizenship: _____ Employee of EIAR: Yes <input type="checkbox"/> No <input type="checkbox"/> Signature: _____			
11.3	Discloser No. 3			
	Name: _____ Passport/ID No. _____ Telephone/Mobile No.: _____ Email: _____ Home Address: _____ Citizenship: _____ Employee of EIAR: Yes <input type="checkbox"/> No <input type="checkbox"/> Signature: _____			
11.4	Discloser No. 4			
	Name: _____ Passport/ID No. _____ Telephone/Mobile No.: _____ Email: _____ Home Address: _____ Citizenship: _____ Employee of EIAR: Yes <input type="checkbox"/> No <input type="checkbox"/> Signature: _____			
11.5	Discloser No. 5			
	Name: _____ Passport/ID No. _____ Telephone/Mobile No.: _____ Email: _____ Home Address: _____ Citizenship: _____			

	Employee of EIAR: Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Signature: _____	
12	Commercialization/Potential Licensees; please list any companies that may be interested in your IP.	
	Company Name	Contact Information (If Known)
12.1		
12.2		
12.3		
13	Do you know of companies that are using similar technologies? If so, please provide the details below?	
	Company Name	Contact Information (If Known)
13.1		
13.2		
13.3		
<p>_____</p> <p>Name of Director/Center/Research Process Signature Date</p>		

Form-4: Confidentiality Agreement

1. Confidentiality agreements may be simple or long and legalistic. A simple undertaking duly signed by all concerned members may be sufficient for internal use of the Committee. On the other hand, the confidentiality agreement for transfer of IP/knowledge has to be elaborated. The following illustrates the types of clauses that may be used in these agreements.

Confidential Disclosure Agreement

Signed on Date _____

Between

Ethiopian Institute of Agricultural Research (EIAR), Address: Addis Ababa City, Bole sub-city, Kebele 12/13, Tel. +251-11-646-2270, P.O. Box: 200; As the First Party

And

[Organization/Company name and address] as the Second Party

1. On the understanding that both parties are interested in meeting to consider possible collaboration in developments arising from EIAR's intellectual property, it is agreed that all information, whether oral, written or otherwise, that is supplied in the course or as a result of the said meeting shall be treated as confidential by the receiving (Second) party.
2. The receiving (Second) party undertakes not to use the information for any purpose, other than for considering the said collaboration, without obtaining the written agreement of the disclosing (First) party.
3. This Agreement applies to both technical information and knowledge communicated by either party.
2. This Agreement does not apply to any information in the public domain.
3. Either party to this Agreement shall not request from the other party return any documents or items connected with the disclosure and shall not retain any unauthorized copies or likenesses.
4. After [a number of] years from the date, hereof each party shall review or be relieved of all obligations under this Agreement.

Dated _____

Signatures [Authorized Signatory of EIAR]

For [Ethiopian Institute of Agricultural Research]

Dated _____

Signatures [Authorized Signatory of the Organization/Company]

For [Name of Organization/Company]

Form-5: IP Database at IPMT

A. For Patents

No.	Date of filing application in relevant authority	Application number allotted by the patent office	Title	Innovator(s) name	Status of application (disposed of/pending)	Date of IP grant, If so	Technology category	Whether commercialized or not	If application pending in the authority, why?
1	2	3	4	5	6	7	8	9	10

B. Other IPs

No.	Date of filing application in relevant authority	Application/ registration number allotted	Title	Innovator(s)	Status of application (disposed of/ pending)	Date of IP grant, If so	Technology category	Whether commercialized or not	If application pending in the authority why?
1	2	3	4	5	6	7	8	9	10

C. For New plant varieties, Animal breed and other similar technologies Protection

No.	Date of filing application in variety registry	Application/registration number allotted	Title	Breeder(s)	Status of application (disposed of/ pending)	Date of variety Certification	Technology Category	Whether the variety released or not	If application pending in the authority, why?
1	2	3	4	5	6	7	8	9	10

D. Format for quarterly report on cases considered by the IPMT

No.	Date of submission of application to the ATIPO	Name of the innovator/ Breeder	Category of the technology produced	Date on which considered by the ATIPO	Whether recommended for securing patent/ PVP/, other IP* or for forwarding to ATIPO for a specific advice or none of these	If not, reasons in brief
1	2	3	4	5	6	7

* Specify in case any IPR is to be obtained

Form-6: Memorandum of Understanding /MoU/

For partnership between EIAR and manufacturer/industry for R&D, promotion and commercialization of farm equipment and technologies/.

This MoU is made on this _____ day of _____

Between

The Ethiopian Institute of Agricultural Research, whose address is Bole Sub-City, Woreda 12/13, P.O. Box 2003; Tel. +251-11-646 2270; fax +251-11-646 1251; Addis Ababa, Ethiopia, hereafter referred to as EIAR; [or] as represented by its constituent, the [Research Process/Center, hereinafter referred to as the Process/Center, represented by its authorized representative as the First Party on one Part.

And

_____ (Name of the Enterprise/Institute/Organization/University)

whose address _____ as the authorized signatory hereinafter referred to as the manufacturer or its authorized representative as the Second Party on the Other Part.

1. General

1.1. This MoU is for taking up R&D, promotion and commercialization of technology/farm equipment (mention the technology/equipment) in partnership mode between EIAR and the enterprise [manufacturer/industry]. The project on which EIAR and the enterprise shall work will be based on one of the following:

1.1.1 EIAR identifies a problem for development of a farm equipment or technology and desires to take up the project for development, promotion, and commercialization in partnership with the manufacturer.

1.1.2 The manufacturer has identified farm equipment or technology to be developed based on his market survey and feedback from clients, and is desirous of taking a project in partnership mode with EIAR (Agricultural Engineering Research Process/AERP/);

1.2 EIAR and the manufacturer shall prepare a detailed project document giving justification of the requirement, objectives, technical program, and detailed activity schedule covering the R&D, promotion, and commercialization aspects. The project document will also indicate the expected outcome of the project. This project document forms a part of this MoU and is appended.

1.3 Both parties, i.e., the EIAR on one part and the manufacturer on the other part shall be jointly responsible for the entire execution of the project for development, promotion, and commercialization of the identified equipment/envisaged technology. The specific responsibilities to be discharged by each party on their respective part are listed in the subsequent sections.

2. Activities

The activities involved in development, promotion, and commercialization of the identified equipment/ technology are the following:

2.1 R&D

1. Development of concepts based on review of literature and feedback from clients for the new technology leading to a concept design.
2. Design of components, sub-assemblies, and preparation of engineering and manufacturing drawings
3. Fabrication of prototype
4. Laboratory testing of equipment and its sub-systems
5. Field testing of the equipment

6. Design modifications, if required, based on field testing/trials
7. Field testing after incorporation of design refinement
8. Preparation of design document incorporating important features, principles of operation and performance parameters

2.2 Promotion

1. Preparation of literature for publicity and Publicity materials on new technology being developed for dissemination among possible users.
2. Multi-location trials of the equipment on farmers' field for its efficacy and feedback for design refinement, if any.
3. Establishing new network and/or tapping existing networks for sale/distribution of the equipment after its commercial production.
4. Preparation of audio-visual material for publicity, training, and promotion.
5. Market survey for acceptability of the equipment and estimation of annual demand.
6. Identification of locations and carrying out the multi-location trials.
7. Preparation of user's guide, operation care and maintenance, service and repairs.

2.3 Commercialization

1. Preparation of jigs and fixtures for commercial production of the equipment/technology.
2. Commercial production of equipment based on final design.

3. Responsibilities of the Parties

The specific responsibilities of the EIAR and the manufacturer shall be as follows:

3.1 Responsibilities of EIAR

1. The EIAR shall be responsible for carrying out and meeting expenses towards all activities required to be carried out at EIAR. These may include review of literature, design of components and sub-assemblies, preparation of manufacturing drawings, laboratory and field testing of the equipment and its sub-systems and preparation of operators' and maintenance manuals and publicity material for promotion of new technology.
2. If an equipment or instrument is required to be imported, for development through reverse engineering and adaptation, the same shall be done by EIAR bearing the whole cost. The equipment imported for this purpose shall remain the property of EIAR.
3. As a part of this MoU, EIAR shall nominate a scientist or a group of scientists to work on the project.

3.2 Responsibility of the manufacturer

1. The responsibility of the manufacturer shall include fabrication of the research prototype and other prototypes including design modifications for field-testing and multi-location trials. Apart from this, the manufacturer shall also actively associate with R&D related activities such as conceptualization of the design, design of components and sub-assemblies and preparation of engineering and manufacturing drawings. They shall also participate in laboratory and field-testing of the equipment and its sub-systems.
2. The manufacturer, as a part of this MoU, shall nominate its representative(s) to work on the project.

3.3 Common responsibilities of the parties

1. Depending upon the place where laboratory and field testing of equipment and its sub-systems to be carried out, the expenses towards transportation, test fee (if testing is done involving third party) and other logistics shall be borne by EIAR and the manufacturer based on mutually agreed terms and conditions on this account.
2. Both parties shall bear the salary and DAS expenses for their respective staff.

4. Intellectual Property Rights

The sharing of the intellectual property rights by the two parties shall be as follows:

1. When the design of the new equipment/technology is patented, the patent rights shall rest with both the parties on equal credit and rights basis, with EIAR as the first party. However, the benefits from the patent shall be divided in accordance with their contribution.
2. Whenever EIAR promotes the new design as outcome of the project, it shall give due credit to the manufacturer in whose partnership the equipment/technology has been developed.
3. EIAR shall not give the technology or the product under this MoU to any other person/institute/ manufacturer for the first three years without the consent of the manufacturer.
4. When the manufacturer sells the equipment after its commercial production, he shall continue to give due credit to EIAR through prominent display on its pamphlets/literature and name plates/labels fixed on the machine, packets, packages, etc., that the equipment has been developed in collaboration with EIAR.

5. Price fixation

The production cost per unit of the equipment/technology shall be fixed taking in to account the public benefit by a committee consisting of the representatives from the EIAR and the manufacturer. The Director, EIAR, shall constitute the committee and the recommended price by the committee shall be mutually agreed and approved by the Director of EIAR and the manufacturer. As and when required, the unit production costs shall be revised.

6. License fee and royalty

The manufacturer shall pay a fixed amount _____ as license fee, as jointly fixed by the two parties [and royalty at 2% of the cost of the machine], to EIAR for a period of three years from the commencement of commercial production of the equipment/technology. Royalty will be charged at above rate only on the equipment sold by the manufacturer. After the period of three years, the payment of royalty by the manufacturer shall be reviewed, which may be continued at the same rate or the rate of royalty may be revised.

7. Duration

The MoU shall be valid for the period of the project to be taken up for the development and promotion of technology. Duration shall be specified in the project document.

8. Disputes

Any dispute arising during operation of the MoU shall be settled through mutual consultations and agreement or arbitration. On behalf of EIAR, EIAR Director General shall appoint Arbitrator.

Name	Signature	Date

--	--	--

For EIAR,
Head, IPMT

For the Manufacturer
Authorized Signatory

Counter signed by: DG / Concerned Director, EIAR

Name _____

Signature _____

Date: _____

Witnesses

Name	Signature	Date

Form-7: Memorandum of Agreement /MoA/

Indicative for commercial production of EIAR designed equipment by private/public enterprises; case-specific MoANR may be suitably developed.

This Memorandum of Agreement is made on this _____ day of _____ month 20__

Between

The Agricultural Implements Research Process (AIRP), _____ hereinafter referred to as the Process or AIRP, a constituent of the Ethiopian Institute of Agricultural Research whose address is Bole Sub- City, Kebele 12/13, P.O. Box 2003; Tel. +251-11-646 2270; fax +251-11-646 1251; Addis Ababa, Ethiopia, hereafter referred to as EIAR, represented by its authorized representative as the first party

And

M/s _____ with _____, as the authorized signatory hereinafter referred as the manufacturer or its authorized representative as the second party.

1. General

The EIAR is engaged in research and development in the field of agricultural engineering for mechanization promotion in the country. The process has developed several agricultural tools, implements, and equipment that are required to be manufactured and adopted by the manufacturers so that these are available to the farming community. The Institute is desirous of establishing close linkage with small-scale manufacturers who are willing to manufacture and maintain the quality of the equipment, protect the intellectual property rights, and are willing to upgrade the quality or any design changes as may be required from time to time in consultation with the Institute. The modalities of this activity shall be as follows:

- 2.1 The Institute shall identify suitable manufacturers who can take up production of EIAR technologies/equipment.
- 2.2 The Institute shall provide guidance wherever required and help the manufacturer to manufacture the EIAR equipment using proposed material and maintaining specifications, quality, and performance.
- 2.3 Wherever required, the manufacturers shall be guided to adopt appropriate production/manufacturing process, jigs, fixtures, special tools, etc., for production of EIAR technologies/equipment maintaining quality.
- 2.4 Specialized training programs of short duration may be arranged by the Institute on request of the manufacturer for which training cost, as decided by the Institute, shall be borne by the manufacturer.

2. Agreement

The Institute and the manufacturer shall sign this agreement to maintain close liaison and co-operation for taking up production of EIAR developed equipment or technologies promoted by the Institute for which the Institute shall provide necessary knowledge and guidance for commercial prototype production on payment of nominal institutional fee and training fee as specified or as decided by the Institute. The other terms and conditions shall be as follows:

- 2.1 **Institutional Fee:** Manufacturer may sign the Memorandum of Agreement (MoA) by paying a token Institutional Fee (non-refundable) of Birr 5,000/- for the manufacture of identified EIAR equipment. The MoA shall be valid for a period of three years from the date of signing of the MoA.
- 2.2 **Technology selection:** Every manufacturer may indicate the list of EIAR technologies that he wants to manufacture. The Institute reserves the right to allot designs of equipment to different manufacturers.

- 2.3 **Technology details:** The Institute shall make available on cost basis the details of the technology in the form of prototype and/or manufacturing drawings, specifications and other technical details.
- 2.4 **Price list:** A price list of EIAR technologies shall be available and revised from time to time by the TMC. The price list shall indicate selling price of a machine to the users. The price of equipment shall be fixed by the manufacturer in consultation with EIAR.
- 2.5 **Royalty:** The manufacturer shall pay royalty at 3.5% of the specified price in the price list for the sale of each machine sold by him.
- 2.6 **First sample prototype:** A manufacturer, making an EIAR machine on order for the first time, has to get the prototype inspected and approved by the Institute.
- 2.7 **Quality improvement:** The Institute shall strive to improve continuously the quality of the equipment. It will be obligatory on the part of the manufacturer to incorporate these improvements in the design.
- 2.8 **Manufacturing facilities:** The manufacturing facilities, record of accomplishments, etc., of a manufacturer shall be considered for entering into MoA by the Institute for a particular machine.
- 2.9 The agreement can be terminated if there is any violation of the terms and conditions, quality, etc., as may be determined by the Institute.
- 2.10 EIAR core research facilities shall be allowed to be used by the manufacturer on request, if separable, and on the terms and conditions of EIAR.
- 2.11 The Intellectual Property Rights shall lie with EIAR.
- 2.12 The manufacturer will not license the EIAR technology to another party.
- 2.13 Third party responsibility shall not lie with EIAR.

3. Duration

The MoA shall be valid for three years. On expiry of the contract, the Institute and manufacturer may enter into the contract for another three years by signing new MoA and on payment of the Institutional fee by the manufacturer.

4. Amendment to the MoA

During operation of the agreement, if in the opinion of both the parties some alteration or modifications of the MoA are considered essential, these may be mutually discussed and agreed upon in writing.

5. Disputes

Any dispute arising out during operation of the MoA shall be settled through mutual consultations and agreement. However, if the two parties cannot solve the case through agreement, the case will be solved through arbitration.

Name	Signature	Date

For the EIAR Head of IPMT

For the Manufacturer, Authorized Signatory

Counter signed by: Director, DG, or Concerned EIAR Research Process (AIRP)

Signature _____

Date: _____

Witnesses

Name	Signature	Date

Form-8: Joint Intellectual property management Plan in collaborative research

Before starting a collaborative research program, the EIAR shall ensure that a Joint Intellectual Property Management Plan (JIPMP) is prepared in consultation with the collaborating partner(s). A copy of the JIPMP shall be appended to the project proposal document. If needed, the EIAR and collaborating partners in consultation with each other may modify or completely alter the JIPMP later. However, if it is felt imminent, a mention to this effect shall be made in the initial JIPMP. The following illustration describes how the objectives, scope, conditions, modalities, and other features will be included in the JIPMP.

1. Joint intellectual property management plan (JIPMP)

Project Title _____

Collaborating Institutions _____, _____

Investigators _____, _____

2. Objectives

These guidelines define the modalities of protection, maintenance, and commercial utilization of joint IP, and allocating the rights, interests, and royalties among the EIAR and the collaborating partners.

3. Scope

This joint IP management plan will be applicable to the management of IP generated from joint research, the above titled project and shall include the protection and maintenance of IPR, and the commercialization of IP.

4. Definitions

The following terms referred to in these guidelines will have the following meaning:

EIAR: The Ethiopian Institute of Agricultural Research, whose address is Bole Sub-City, Wereda 12/13, P.O. Box 2003; Tel. +251-11-646 2270; fax +251-11-646 1251; Addis Ababa, Ethiopia.

Project or Program: The externally aided as well as the EIAR funded collaborative research project/program approved by EIAR and jointly carried out by EIAR with collaborating partners.

Partners: The EIAR and its collaborators carrying out a project or program

Intellectual Property: Includes, *inter alia*, patents, plant variety protection (plant breeder's rights), copyrights, trademarks, industrial designs, etc., in accordance with the Ethiopian IPR laws and the corresponding IPR laws of the respective countries.

Background Information: The technical information and the knowledge owned or controlled by the partners before the start of the project/program in the same or related fields as the subject matter of the project/program and necessary for the execution of the project/program.

Background Intellectual Property: The IP owned or controlled by the partners before the start of the project/program in the same or related field as the subject matter of the project/program and necessary for the execution of the project/program.

Results: All kinds of information (knowledge) and IP generated by the partners in the execution of the program.

Use of biological resources and/or traditional knowledge: If the claimed invention uses a biological resource and/or traditional knowledge, please state the source and/or country of origin from which it was obtained

5. Rights and Obligations of Partners in Protection of joint IP

The partners shall ensure adequate and effective protection of IP resulting from the project/program as and where applicable and elaborate the same in JIPMP. The text of JIPMP shall further include/mention the following:

- 5.1 Anticipation: IP likely to be generated from collaborative efforts
- 5.2 Flexibility of Anticipation: Likelihood of joint modification and/or completion of JIPMP during the course of implementation of the project/program;
 - 5.2.1 If mid-course review and modification of JIPMP is considered necessary, a timeline shall be indicated.
 - 5.2.2 Both initial and the modified JIPMP documents will be treated as part of the Final Project Document.
- 5.3 Intimation of the Results/IP Generated: It will be obligatory on the part of each partner to notify other partner(s) immediately of any result, which can be protected as IP and take appropriate action for such protection.
- 5.4 Sharing of IP:
 - 5.4.1 Between partners: The rights of joint IP arising from the project/program will be shared equally, or in any other proportion, or otherwise, which will be expressly mentioned in the JIPMP.
 - 5.4.2 Within each partner entity: The respective partner shall be free to determine the sharing of the rights, interests and royalties as well as the liabilities between itself and its employees as per its internal practices/guidelines.

6. Modalities of Securing and Maintaining IPR and Knowledge

The EIAR and its collaborating partners shall decide the modalities of protecting/securing the IP rights for each background IP/information (knowledge) as well as the protectable IP generated from the project/program under the respective IPR laws. For the genetic resources/germplasm declared/to be used as background knowledge/IP, the relevant access and benefit sharing related provisions of the Access to Genetic Resources and Community Knowledge, and Community Rights Proclamation No. 482/2006 and Plant Breeders' Right Proclamation No. 481/2006 shall be applicable.

In respect of each background IP or knowledge, the EIAR or the concerned collaborating partner shall have the following obligations

- Maintain the IPR titles of the background IP during the entire course of the project/program by making necessary payment for maintenance/renewal fee;
- Secure and maintain IPR on declared background IP, in case the protection is yet to be granted; for example, provisional application is already filed; and
- Secure the knowledge for specific use in the project/program without compromising its ownership, by entering into Confidentiality Agreement with the collaborating partners(s).

In respect of each result, which is to be protected, the IPMT in mutual consultation with the collaborating partner(s) shall prepare the necessary techno-legal documents for securing the protection. The application for securing the rights of the IP shall be made in the names of all the partners, based on mutually agreed terms. In all applications for securing IPR, the partners shall mention the persons who have directly contributed intellectual inputs as inventors. Their names may be mentioned in the JIPMP or the revised JIPMP.

The application for securing IPR will be made under the law by the IPMT as per mutually agreed terms with the collaborating partners. Within one month from the date of filing of the application, EIAR shall forward to the other party, copies of the application filed including all appended documents. Similarly, the details of progress of such application from time to time, the grant of IPR, and maintenance of the rights shall also be intimated by the EIAR and the collaborating partners to one another, as and when they become available. The EIAR /partners shall suitably initiate action to deal with the alleged infringement cases in consultation with legal offices at the EIAR or the partner's institution.

7. Commercial Exploitation of IP

The EIAR and their collaborating partners shall take all necessary steps for the commercial exploitation of the IP secured fully (that is reasonably practicable) and without undue delay in the following manner

- 7.1 Commercialization/Licensing arrangement: The project/program partners shall determine the modalities of commercialization of the IP secured in Ethiopia and other countries on mutually agreed terms. They may entrust the commercialization work to one of them, carry it out jointly, or entrust it to a third party based on mutually agreed terms.
- 7.2 If any partner(s) has/have the capacity to commercially exploit the IP by itself/ they, such partner(s) will have the right of preemption.
- 7.3 The period of commercial exploitation by a partner and the right of preemption, if any, will be decided mutually by the partners. However, within one month of taking each commercialization decision, if any, the partner shall inform the other partner and forward copies of the relevant documents.
- 7.4 While making the commercialization arrangement on mutual agreement with the partners, the EIAR shall also settle the proportion and terms of sharing the licensing fees and/or royalty and/or other commercial returns with the collaborating partners.
- 7.5 The EIAR shall share the net returns from the commercializing efforts among the scientists /innovators and others as per its guidelines.

8. Expenditure and Accounts

- 8.1 The expenditure connected with securing and maintaining the rights of intellectual property shall be borne by the partners.
- 8.2 Appropriate/adequate funding provision of securing IPR for the anticipated IP, as may be reflected from JIPMP, shall be proposed in the in-built project costs.
- 8.3 The partners may make a joint request to the main funding agency to consider providing assistance including finances for securing and maintaining the IP rights.
- 8.4 If appropriate, the EIAR and its collaborating partners may also decide to seek assistance for securing and maintaining the IP rights from an external source in specific circumstances.
- 8.5 The partners shall maintain separate detailed accounts in respect of:
 - 8.5.1 Expenditure incurred in securing and maintaining the IP rights on each application filed, and
 - 8.5.2 Commercial proceeds from each IP commercialized.
- 8.6 The partners shall exchange duly authenticated annual statements of accounts between them before the end of the subsequent financial year. EIAR/ the other partner may call for any additional or more detailed information on the accounts, which the partners shall be obliged to provide without any undue delay.

9. Sharing of the Accruals on the Commercialization of IP

- 9.1 In the event of the commercialization of IP by one or more of the partners, the said partner(s) shall share the net revenue earned by it (them) among themselves.
- 9.2 The share to EIAR/ other partner(s) will be as negotiated before the start of the project. The share to be paid to each partner shall be decided by consultation among the partners, which shall be explicitly mentioned in the JIPMP.

- 9.3 In cases where any one of the EIAR/ other partner(s) have provided the financial/other assistance for securing/maintaining the IPR, the expenditure incurred therefore by the EIAR/ other partner(s) shall be reimbursed before the sharing of the revenue.
- 9.5 Within six months from the end of each financial year, the partners shall send a declaration of any shareable revenue to each other.
- 9.6 The concerned partners shall remit the respective shares of the other partner(s) along with the declaration made as above.

10. Renunciation

- 10.1 In case any of the partners renounces obtaining the IP protection for the joint IP or ensuring its maintenance or declines participating in the relevant expenditure, it/they shall notify the same to the other partner(s) within 15 days.
- 10.2 The EIAR /other partner(s) may proceed to obtain such IP protection in its/their sole name(s) and/or to ensure its maintenance. The expenditure connected therewith shall be exclusively borne by EIAR /other partner(s).
- 10.3 The renouncing partner(s), in any such event of renunciation, shall extend all assistance to the other partner(s) for completing the above said actions, and this shall be included as an essential clause in the JIPMP.
- 10.4 The EIAR /other partner(s), who may obtain the IP protection and/or ensure its maintenance, shall be entitled to the revenue accrued by the commercialization, subject to the detailed provisions of JIPMP.

11. Publications

- 11.1 Each of the partners shall have the right to publish the results emanating from the project/ program. However, before any such publication(s) of the results of the project/ program, the partners shall ensure in consultation amongst themselves that no rights are compromised.
- 11.2 The publications resulting from the program shall bear the names of all the authors unless any author explicitly declines to be named.
- 11.3 Due acknowledgement shall be given in all such publications to the support extended by grantor/sponsor/funding agency and parent organizations in carrying out the project/program resulting in such publications.

12. Confidential Information

- 12.1 The EIAR /other partners shall identify as soon as possible, or correct in the framework of a project/program, the information furnished that needs to be preserved from being disclosed. In doing so, it will be ensured that
 - 12.1.1 The information is not generally known by experts in the field or easily available to them through legal means;
 - 12.1.2 The information has an effective or potential commercial value related to its confidentiality; and
 - 12.1.3 The partners have taken due steps to protect the confidentiality of the information.
- 12.2 The partner receiving, in the framework of a project/program, information not to be disclosed shall respect the confidentiality of such information.
- 12.3 A Confidentiality Agreement may be separately entered into among the partners for the protection of such confidential information. The JIPMP itself will also be deemed to be Confidential Agreement.
- 12.4 Without prior written consent, none of the partner(s) shall disclose any confidential information provided by the other partner(s) except to
 - 12.4.1 The concerned employees who shall be bound to keep it confidential and liable for any fault, and
 - 12.4.2 Any concerned legal/regulatory authorities who shall also be similarly bound under the law/regulations.
 - 12.4.3 The (confidential) information, whose disclosure has been authorized for the activities and purposes of the project/program, shall be used solely within the limits of the project/program.

13. Infringement

- 13.1 The concerned partner(s) shall be liable to the consequences of any infringement of the IPR.
- 13.2 Any expenditure and/or damages because of such infringement shall be borne by the partners.
- 13.3 The partners may make appropriate provisions for dealing with apprehended or alleged infringements in the JIPMP.

14. Dispute Settlement

The foremost effort by partners in case of any IPR/commercialization related dispute arising from the project/program shall be to resolve it through mutual discussions. If the partners fail to reach any agreement through mutual discussions, the Director General, EIAR, or the TMC shall decide an appropriate course of action including legal recourse for dispute settlement.

15. Any Other Information

- 15.1 Modified JIPMP: If needed, a modified JIPMP shall be jointly prepared and documented by the collaborating partners. However, the original JIPMP shall continue to remain a classified document of the project/program.
- 15.2 Any other relevant information, irrespective of whether in affirmative or negative (e.g. Do's or Don'ts), concerning protection/commercialization of joint IP in the EIAR set up will be appropriately included in the JIPMP.

Form-9: Material transfer agreement form

1. Formation

This material transfer agreement is made between the Ethiopian Institute of Agricultural Research (EIAR) whose address is Bole Sub-City, Woreda 12/13, P.O. Box 2003; Tel. +251-11-646 2270; fax +251-11-646 1251; Addis Ababa, Ethiopia; hereinafter referred to as the "Provider" on the one part.

And

_____ (Institution/Agency/Agency/Organization where material is to be sent) whose address is _____ country, _____ City/state/district, _____ Wereda, P.O.Box _____; Tel. _____; fax _____; hereinafter referred to as the "Recipient".

And

_____ (specify your name with title) hereinafter referred to as the "Researcher".

2. Purpose of Agreement

Whereas the Researcher, his/her name specified in the above is undertaking a post graduate research that intends to _____ (purpose of the research) and wants to take _____ (amount of sample) samples to _____ the Recipient and _____ (Specify country of destination) for purpose of the said research;

Whereas the Researcher has confirmed that the research cannot be carried out here in Ethiopia due to _____, _____, _____ (specific reason for not carrying out the research in Ethiopia);

Whereas the Provider convinced that the intended research is useful for the _____, _____, _____ (specify the benefit of the research to Ethiopia) approved the exporting of the said _____ samples.

Now, therefore, it is agreed as follows:

3. Descriptions and quantity

Under this MTA the Researcher is allowed to export to _____ (the recipient and country) _____ (amount of samples).

4. Utilization of material

- 4.1 The Researcher shall utilize the material for the said research program only.
- 4.2 The Researcher cannot use the material for commercial purpose nor can it obtain any intellectual property right (IPR) on the material.
- 4.3 The Researcher retains the material for the period of the research in _____ (destination country) whereupon it shall return any remaining unused material to the Provider.

5. Other Obligations

- 5.1 The Researcher shall not transfer the material to any third party whosoever without first notifying to and securing explicit written agreement of the Provider.

- 5.2 Any third party that obtains the material from the Researcher in the absence of permission from the Provider shall not have any right whatsoever over the material and its components.
- 5.3 The Researcher shall notify the Provider the progress of its research through periodic research report.
- 5.4 The Researcher shall at the end of the research present to the Provider the hard and electronic copy of the research results.
- 5.5 Any benefit that accrues from the use of this material shall be subject to the relevant existing and future national and international laws.
- 5.6 The recipient or the Researcher or any other contracting parties are obliged not to disclose specific information of the material being transferred.
- 5.7 Any deviation from the permitted use shall require a new prior informed consent/MTA/Benefit Sharing Agreement with the provider.
- 5.8 There will not be any warranties on the condition or quality of the material being provided by EIAR/institutions despite that efforts shall be made to transfer the material in good condition and of standard quality. It must be mentioned that liability of EIAR/institutions in case of any damages shall not exceed the minimal costs of handling the material.
- 5.9 All contracting parties shall be obliged to comply with the MTA.
- 5.10 Any interested party can terminate this agreement by giving a 30 days prior written notice to the other contracting party.

6. Dispute Settlement

- 6.1. In case of any disagreement among the parties, first the parties try to settle the disagreement through discussion.
- 6.2. In case the parties cannot solve their disagreement through discussion the aggrieved party can institute the case to the pertinent Federal court.

7. Choice of law/jurisdiction:

In case of dispute, jurisdiction shall be in Ethiopia under the Ethiopian law.

8. Signature

On behalf of the provider	On behalf of the recipient	On behalf of the researcher
Name		
Signature		
Date		

Form-10: Technology Licensing Agreement Form

This is technology License Agreement between _____
(Licensor) and _____ (Licensee).
The License Agreement is made effective by the signature of both parties on the
_____ date of _____.

The content of the Agreement as followed.

1. Subject matter

The content of this license Agreement is _____
(the technology licensed). This Licensed technology is the property of
_____ (Name and number of the respective IPR(s))
of the licensor.

The licensor will support the licensee with necessary consulting and training with interval of
_____ (please specify)

The licensee and its authorized users respect the confidential agreements:

- i. _____
- ii. _____

2. Extent of License

- 2.1 The Duration of the license agreement _____ (please specify)
2.2 Is the license? Exclusive Non-Exclusive (please choose)

The Licensee has an exclusive right in terms of conditions of this License Agreement to [produce, practice or sell] the Licensed Good [worldwide/in a specific territory]. The Licensee accepts a non-exclusive right in terms of conditions of this License Agreement to [produce, practice or sell] the Licensed Good [worldwide/in a specific territory]. If the Licensor agrees with a third party about the respective Licensed Good to provide more favorable conditions, the Licensor obligates to renew the present License Agreement and to give the Licensee the same favorable conditions as to the third party.

3. Territory of License

The licensed territory is _____ The Licensee is not permitted to make, use or sell the Licensed Good outside this territory.

4. Sub-License

The Licensee has the right to grant sub-license in its territory. Revenues from the sub-license have to be shared with the Licensor to _____ percent [%]. The sub-license will end with termination of the head-license. Any sub-license agreement needs the prior permission of the Licensor.

5. Changes and Improvements

Changes and Improvements by the Licensee

All improvements to the Licensed Good have to be reported by the Licensee to the Licensor. Improvements in this sense include any advances which can be directly used or applied by the

Licensed Good and which are patentable. If the Licensor participated in this development, he/she possess the right to be considered as part of a joint venture as well as the right to be licensed to the new technology. Both parties agree to undertake further negotiation processes in good faith.

Improvements by the Licensor

The Licensors agrees to inform the Licensee about all improvements to the Licensed Good. The Licensee has the right to be licensed to the respective new technology by the conditions of this License Agreement.

6. Fees (please specify one of them)

6.1. Lump Sums

The Licensor and the Licensee agree about a lump sum amount of _____ (in Birr). The lump sum has to be paid within ten (10) days after signing this License Agreement. Therewith the license is fully paid up and no further financial requirements will emerge.

6.2 Royalties

The Licensor and the Licensee agree about regular payments in the form of license royalties. [License royalties can refer to the Licensees sales, gross sales or net sales. The conditions need to be further negotiated and specified.

7. Infringement

In case of financial disadvantages following an infringement due to a third party producing, practicing or selling the Licensed Good without permission by the Licensor, the parties shall meet for agreement over appropriate actions. Licensee and Licensor will share the costs of eventually necessary legal effects by 25% and 75% respectively.

8. General Considerations

8.1 Representations and warranties

The Licensor represents the Licensee;

- 8.1.1. Licensor owns the Licensed Good and its legal property rights, which gives the right to grant the respective license. The Licensor possess the contractual right to grant the License in case of improvements of the Licensed Good.
- 8.1.2 The Licensed Good and its property rights are valid accordingly to the knowledge of the Licensor at the date of signature.
- 8.1.3 The use of the Licensed Good is to be implemented pursuant to the knowledge of Licensor without any exceptions.
- 8.1.4 The Licensee will have no liabilities or obligations to the Licensor's IPR-portfolio or License improvements.
- 8.1.5 On the request from the licensee, the Licensor will provide the Licensee access to the Licensed Good, facilities, and trainings agreed upon in the contract without further consideration.
- 8.1.6 The Licensor will inform the Licensee immediately in case legal changes affecting the Licensed Good emerge.

8.2 Licensor and Licensee Obligations

8.2.1 Licensor obligations

- 8.2.1.1.1 The Licensor provides the relevant technology required for the use of the Licensed Good
- 8.2.1.2 The Licensor maintains the power of the license in the territory.

8.2.2 Licensee obligations

8.2.2.1 The Licensee will undertake all necessary steps to successfully manufacture and market the Licensed Good in the present territory.

8.2.2.2 The Licensee takes properly care of the entrusted Licensed Good and other properties of the Licensee.

9. Governing laws

9.1 This Agreement will be interpreted and construed according to, and governed by appropriate Ethiopian laws.

9.2 Any dispute regarding this agreement shall be examined under jurisdiction of Ethiopian laws and courts.

Licensor	Licensee
Name	Name
Signature	Signature
Date	Date

Form-11: EIAR technologies for commercialization

1. This is technology commercialization agreement between Ethiopian Institute of Agricultural Research (EIAR) whose address is Bole sub city, Kebele 12/13, P. O. Box 2003, Tel +251-11-646 2270, Addis Ababa/Ethiopia.

and

_____ (Name and Address of the contracting party)

2. Technology to be commercialized _____

3. Application/Use of the technology _____

_____ (Maximum 25 words)

4. Technology proto-type (color print) _____

5. Input requirement for the commercialization of the technology

No.	Raw material	Land	Workforce	Equipment	Machinery	Capital	Others

6. Output capacity of commercial product in Birr _____ (if possible)

7. Unit cost (Birr) _____

8. Developed by (Name and Address of the Scientist(s))

Name _____, Address: Country _____, Town/State _____, Tel. _____, P.O. Box _____, e-mail _____

9. Contact Person;

Name _____

Tel. _____

Fax _____

Email _____

10. Is EIAR holds the Licensing Right? Yes No

If yes when? _____ From whom? _____

11. Signature _____

IPMT Directorate	The other contracting party
Name	
Signature	
Date	

Counter signed by: DG, EIAR/ TMC head/

Name _____
Signature _____
Date _____