THE ICIPE INTELLECTUAL PROPERTY POLICY 2000

I. PREAMBLE

Recalling that the International Centre of Insect Physiology and Ecology (ICIPE) is a centre of advanced research located in a tropical developing country with the mandate to conduct mission-oriented research aimed at developing technologies to alleviate poverty and to ensure food security and good health for the peoples of the tropics;

Recalling further ICIPE’s commitment to the conservation and sustainable use of biological diversity and the fundamental role the governments and citizens of developing countries hold in the achievement of these objectives;

Recognising the need to ensure that any technology eligible for intellectual property protection arising from research activities at ICIPE is made available to developing countries either freely or on the cheapest and most flexible terms possible;

Acknowledging the need to encourage innovation and original research and other intellectual activities performed by any person working under the auspices of ICIPE, whose independently conceived work is aimed at providing new frontiers in knowledge;

Cognisant that the development and maximum accessibility of discoveries may occasionally require the obtaining of intellectual property rights and that such rights have the potential to result in benefits to both the governments and citizens of developing countries and to the research programmes of ICIPE;

ICIPE hereby adopts the following policy on all matters relating to the management of inventions, discoveries and their associated intellectual property rights:
II. DEFINITIONS

For the purposes of this Policy:

1. Invention shall mean not only patentable inventions but also innovations eligible for protection by other forms of intellectual property such as utility models or petty patents, trade secrets and other rights in information relating to useful articles of commerce.

2. Inventor shall mean inventor or inventors understood in the following two senses:
   (a) the person, or persons, who first reduce an innovation, concept or other idea to practice; and,
   (b) the person, or persons, who first conceive an innovation, concept or other idea that is reduced to practice under Article II(2)(a) in the context of its original conception.

3. Indigenous Knowledge and Resources shall mean knowledge and resources that can be related to a particular community or locale, or group thereof, but that would not be considered to be in the public domain at an international level.

4. Intellectual Property shall mean any rights that protect an invention from, or limit, unauthorised use by others than the right holder(s).

5. Associate shall mean any postgraduate students, postdoctoral fellows, visiting scientists and any other individuals participating in research sponsored or hosted by ICIPE, or making significant use of ICIPE’s facilities, funds or other resources.

III. APPLICABILITY

The ICIPE Intellectual Property Policy applies to all staff and associates of ICIPE.

IV. INTELLECTUAL PROPERTY PROTECTION

The Director General may, on the advice of the Intellectual Property Management Committee, seek patent, or other intellectual property protection, for an invention in which ICIPE has ownership, under the terms of Article VIII herein, according to the following criteria:

1. Where intellectual property protection is considered advisable to ensure the maximum availability of any invention, and developments therefrom, to the governments and citizens of developing countries.
2. Where intellectual property protection is necessary to form partnerships, or undertake collaboration, for the carrying out of bridging work, or for trading to gain access to the intellectual property rights of others, that is vital to the availability of the invention to developing country governments and citizens.

3. Where an invention is developed that has potential application in developed countries.

V. TRANSFER AND LICENSING OF INTELLECTUAL PROPERTY RIGHTS

The Director General shall, with the advice of the Intellectual Property Management Committee, have the authority to grant the transfer or licensing of ICIPE’s intellectual property rights subject to the following criteria:

1. Where intellectual property protection has been obtained according to Article IV(1), ICIPE shall not have the right to transfer such intellectual property rights to any third party subject to the following conditions:
   (i) ICIPE may transfer rights to the public domain; and,
   (ii) licenses shall be granted as of right either free or on the cheapest and most flexible terms possible to the governments and citizens of developing countries.

2. Where intellectual property protection has been obtained according to Article IV(2), ICIPE shall:
   (i) not surrender its right to use the information subject to such rights for internal educational and research purposes; and shall,
   (ii) ensure that any transfer or license contains terms allowing for the provision of the information subject to such transfer or license, and any developments therefrom, to developing country governments and citizens on the cheapest and most flexible terms reasonably possible, failing which any and all rights shall revert to ICIPE.

3. Where intellectual property protection has been obtained according to Article IV(3), ICIPE shall:
   (i) not surrender its right to use the information subject to intellectual property rights for internal educational and research purposes;
   (ii) not surrender its right to provide the information subject to intellectual property rights, and any developments therefrom, to developing country governments and citizens on the cheapest and most flexible terms reasonably possible; and shall,
(iii) ensure that any transfer or license contains terms requiring any future research and development work involving the information subject to intellectual property rights undertaken by the transferee, licensee or their successors to maximise the relevance of such work to developing countries.

VI. THE ICIPE INTELLECTUAL PROPERTY AGREEMENT

1. All individuals subject to this Policy shall sign the ICIPE Intellectual Property Agreement (Schedule 1 hereto).

2. The Human Resources Department of ICIPE shall be responsible for ensuring the signing of the ICIPE Intellectual Property Agreement by its staff and associates, normally at the time of the individual’s initial association with ICIPE.

3. Where an individual subject to this Article has previous obligations under an alternative intellectual property agreement, this Article shall be subject to the terms of Article XVII.

VII. DISCLOSURE OF INVENTIONS

1. When it first becomes apparent that an invention, discovery or technical development has been made which might be subject to this Policy, the inventor shall immediately notify the Intellectual Property Management Committee by means of an Invention Disclosure.

2. An Invention Disclosure shall include, but not be limited to, the following information:
   (a) information about the inventor(s);
   (b) technical details of the Disclosure;
   (c) detailed justification for believing that the Disclosure constitutes a patentable invention;
   (d) information on any agreements entered into to facilitate the development of the invention;
   (e) facts concerning subsequent activities, undertaken and planned;
   (f) information regarding any resources, understood to include information, that contributed to the invention;
   (g) information the inventor(s) may have relating to other activities relating to the invention, at ICIPE or elsewhere; and,
   (h) any other information that may prove useful in making a determination as to intellectual property protection.

3. Coincidental with each meeting of the Intellectual Property Management Committee, the Secretary of said Committee shall
prepare for the Director General and the Committee a report listing the titles and a brief description of each Disclosure received since the last report.

VIII. OWNERSHIP OF INVENTIONS

1. Where any invention is produced by an employee or associate of ICIPE in the course of official duties, or making more than incidental use of ICIPE’s time and resources, and is not subject to any agreement expressly stating otherwise, all rights and obligations relating to such invention shall belong exclusively to ICIPE as a body corporate subject to the following conditions:
   (i) ICIPE shall be fully responsible for any and all expenses, fees and any other charges resulting from the application for, granting, or maintenance of, intellectual property rights.
   (ii) Where an invention reaches the stage of commercialisation, the ICIPE shall forward a share of royalties accruing to it to the inventor, and any contributing indigenous or local community, according to the arrangements outlined in Article X of this Policy.
   (iii) Where an intellectual property right held by ICIPE under this clause is not being worked or licensed, the inventor may apply to the Director General to succeed to the intellectual property right, or for a license to work such intellectual property right, on terms to be mutually agreed between the inventor and the Director General.

2. Where any invention is produced by an employee or associate of ICIPE without making more than incidental use of ICIPE’s time and resources, and is not subject to any agreement expressly stating otherwise, all rights and obligations relating to such invention shall belong exclusively to the inventor.

IX. INDIGENOUS KNOWLEDGE AND RESOURCES

1. Where a research project is based upon more than incidental use of knowledge and/or resources that can be related directly to a particular community or locale, ICIPE will undertake all best efforts to ensure that the prior informed consent of the relevant community, or residents of the locale, is obtained.

2. Where a research project is based upon more than incidental use of knowledge and/or resources that are found in a community or locale that is either not subject to clear delineation, or that is too large to allow for the feasible obtaining of prior informed consent, ICIPE will undertake all best efforts to obtain the prior informed consent of any
relevant community-based organisations and government authorities.

3. Where an invention is developed that makes more than incidental use of knowledge and/or resources that can be related directly to a particular community or locale, ICIPE will undertake all best efforts to ensure the applicability and availability of such invention to the relevant community or locale, understood to include the following:
   (i) ensuring that any transfer or licensing of intellectual property rights by ICIPE includes an allowance for the relevant community’s or locale’s access to the invention on preferential terms; and,
   (ii) establishing systems for any necessary training, distribution or other bridging mechanisms that may be required for the relevant community or locale to make full use of the invention.

4. Where an invention that makes more than incidental use of knowledge and/or resources that can be related directly to a particular community or locale is developed to the point that it has market application, ICIPE will undertake all best efforts where appropriate to:
   (i) reach mutually agreed terms with the relevant community, or residents of the locale, as to future activities and/or actions regarding the invention; and,
   (ii) ensure that the relevant community, or residents of the locale, are involved in any production and/or marketing of products relating to the invention. Any income that may be derived by the community or locale from such participation shall not be considered part of any royalties due under the terms of Article X.

5. For knowledge and resources that are from a clearly definable geographic area or community or that are from a geographical area or community that is either not subject to clear delineation or that is too large to allow for the feasible distribution, then distribution of benefits accruing to local communities under Article X shall be undertaken according to the following guidelines:
   (i) Where feasible, benefits shall be distributed equally between individuals and projects or organisations that benefit the community or locale as a whole. As far as possible individuals shall be assigned benefits on the basis of their relative contributions towards the provision of the knowledge and/or resources to ICIPE. Projects and organisations shall be determined in collaboration with representatives of the said community or locale.
(ii) Where distribution of benefits according to Article IX(5)(i) is either not feasible or is considered to be financially counter-productive, all benefits shall be forwarded to projects or organisations that are of general benefit to the community or locale.

(iii) Where distribution of benefits according to Article IX(5)(i) or (ii) is either not feasible or is considered to be financially counter-productive, all benefits shall be forwarded to a national level organisation with aims and objectives of relevance to the community or locale.

6. Where knowledge and resources are to be found in a wide range of communities and/or geographical areas, for the purposes of this Policy ICIPE shall:

(i) consider the origin of the knowledge or resource to be the community or geographical area that physically supplies such to ICIPE; or,

(ii) where such knowledge and/or resources are so widespread as to be within the public domain, any benefits accruing under Article X shall be distributed at a national level or regional level.

X. DISTRIBUTION OF ROYALTIES

Where financial benefits are derived by ICIPE from the transfer or licensing of intellectual property rights, ICIPE shall first recover any direct costs incurred, particularly any and all expenses, fees and any other charges resulting from the application for, granting or maintenance of the intellectual property rights. The remaining, net, benefits shall be distributed as follows:

1. Where there is no more than incidental use of indigenous knowledge and/or resources, any net benefits accruing to ICIPE, subject to any agreements made to the contrary, shall be distributed as follows:

(i) Inventor: 33%

(ii) ICIPE: 67% (33% to the inventor’s unit, department or project and 34% to be distributed at the Director General’s discretion).

2. Where there is more than incidental use of both indigenous knowledge and resources, any net benefits accruing to ICIPE, subject to any agreements made to the contrary, shall be distributed as follows:

(i) Inventor: 33%

(ii) Community or Locale: 33%

(iii) ICIPE: 34%
3. Where there is more than incidental use of indigenous knowledge only (and not resources), any net benefits accruing to ICIPE, subject to any agreements to the contrary, shall be distributed as follows:
   (i) Inventor: 33%
   (ii) Community or Locale: a minimum of 20%
   (iii) ICIPE: a maximum of 47%
   The relative shares of ICIPE and the community or locale shall be finalised by mutually agreed terms based on the relative contribution of the indigenous knowledge to the development of the invention.

4. Where there is more than incidental use of indigenous resources only, any net benefits accruing to ICIPE, subject to any agreements to the contrary, shall be distributed as follows:
   (i) Inventor: 33%
   (ii) Community or Locale: a minimum of 10%
   (iii) ICIPE: a maximum of 57%
   The relative shares of ICIPE and the community or locale shall be finalised by mutually agreed terms based on the relative contribution of the indigenous resources to the development of the invention.

XI. ACKNOWLEDGEMENT

ICIPE shall provide for, and endeavour to maintain in perpetuity, the right to recognition of the Centre, individual inventors and the suppliers of any and all indigenous knowledge or resources in any intellectual property rights that it holds, transfers or licenses.

XII. PUBLISHING OF RESEARCH MATERIAL

Subject to Article XVII of this Policy, no individual subject to Article III shall publish, in any forum, information relating to research for which an Invention Disclosure has been submitted without the express written consent of the Chairman of the Intellectual Property Management Committee.

XIII. COLLABORATIVE AND SPONSORED RESEARCH PROJECTS

All collaborative and sponsored research agreements entered into by ICIPE shall include the following elements:

1. The principles and modalities for the ownership of any intellectual property rights that may result from the project.

2. That all parties sharing ownership of intellectual property rights resulting from the project shall equally contribute towards any and
all expenses, fees and any other charges resulting from the application for, granting or maintenance of such rights.

3. That all parties sharing ownership of intellectual property rights resulting from the project shall have the right to apply their own policies and practices as regards any rights, obligations and royalties deriving from such rights.

4. That ICIPE shall apply the terms of this Policy to any intellectual property rights of which it receives ownership.

5. That where an Invention Disclosure is required by the terms of Article VII of this Policy, such disclosure shall be simultaneously provided to all collaborative partners. A Disclosure provided under this paragraph shall be considered a confidential document and all Receiving Parties shall be equally responsible for its maintenance as such.

6. That the functions assigned to the Intellectual Property Management Committee under Article XVI of this Policy, where they concern subject matter relating to the collaborative or sponsored research project, shall be performed with the full participation of all partners and sponsors.

7. That the terms of Articles I, II, III, VII, IX, XI, XII, XVI and XIX shall govern the conduct of the collaborative research project.

8. That where issues arise which are not covered by the terms of the Agreement, this Policy shall be applicable.

XIV. EXTERNAL RESEARCHERS

1. External researchers that are attached to ICIPE, or that make more than incidental use of ICIPE’s time and resources, shall be considered associates of ICIPE and thus subject to the terms and requirements of this Policy, subject to paragraph 2 of this Article.

2. Where an external researcher is already subject to the terms of the intellectual property policy of his or her parent institution, he or she shall inform ICIPE of such an obligation in a timely manner. ICIPE shall then proceed to either negotiate a waiver of the parent institution’s policy or to agree to the waiver of the terms of this Policy, except as to the requirements of Articles I, II, III, V, VII, IX, XI, XII, XIII, XVI and XIX and the overall aims and objectives of ICIPE under its Charter. Where issues arise which are not covered by the terms of the Agreement, this Policy shall be applicable.
XV. TRANSFER OF BIOLOGICAL MATERIAL AND RELATED INFORMATION

Any and all transfers of biological material and related information to individuals, institutions or other legal persons not subject to the jurisdiction of ICIPE and the terms and conditions of this Policy shall be accompanied by a Material Transfer Agreement as provided by Schedule 2 hereto.

XVI. ADMINISTRATION AND IMPLEMENTATION

1. The Director General shall establish an Intellectual Property Management Committee.

2. The Intellectual Property Management Committee shall consist of five members nominated by the Director General from the ICIPE staff and chaired by a senior member thereof.

3. Where the Intellectual Property Management Committee is meeting for the discussion of matters pertaining to particular Invention Disclosures, it shall also include as members:
   (i) The inventor(s)
   (ii) Representatives of any collaborating institutions
   (iii) Representatives of a community or locale, where more than incidental use has been made of any knowledge and/or resource that can be related directly to that particular community or locale.

4. The Intellectual Property Management Committee may co-opt other members for specific meetings.

5. The functions of the Intellectual Property Management Committee shall be to:
   (i) Pursuant to Article IV herein, advise the Director General on the desirability and feasibility of obtaining intellectual property protection for an invention and on which of the grounds listed in Article IV such protection would be sought.
   (ii) Advise the Director General on the necessity of bridging work to facilitate the availability of an invention, and pursuant to Article IV(2) herein, on the need to seek intellectual property protection to form partnerships for the carrying out of such bridging work.
   (iii) Pursuant to Article V herein, advise the Director General on the transfer and licensing of any intellectual property held by ICIPE.
(iv) Pursuant to Article VII(1) herein, receive and evaluate all Invention Disclosures in a timely manner.

(v) Pursuant to Article VII(3) herein, coincidental with each meeting prepare and approve a report listing the titles and brief descriptions of all Invention Disclosures received since the last report.

(vi) Pursuant to Article VIII(1)(iv) herein, advise the Director-General on any applications for the transfer, or licencing, of ICIPE’s rights to an inventor.

(vii) Pursuant to Article XII herein, grant permission, request and advise inventors concerning the publishing of material related to their inventions.

(viii) Pursuant to Article XVII(1) herein, advise the Director General as to any variations of this Policy or the ICIPE Intellectual Property Agreement.

(ix) Pursuant to Article XVIII(1) herein, advise the Director General as to the amendment of this Policy.

(x) Pursuant to Article XIX herein, act as a panel for the resolution of any disputes arising from the terms or implementation of this Policy, and, where such action is unsuccessful, advising the Director General accordingly.

(xi) Advise the Director General on all matters relating to patent administration.

(xii) Provide advice and support to all staff and associates of ICIPE regarding this Policy.

XVII. EXCEPTIONS

1. The Director General of ICIPE may, with the advice of the Intellectual Property Management Committee, agree to variations of this Policy and the ICIPE Intellectual Property Agreement by express written consent on a case-by-case basis.

2. Variations made under this Article will only be agreed to on the premise that they do not in any way prejudice the overall aims and objectives of ICIPE.

XVIII. AMENDMENTS

1. As may be necessary from time-to-time, the Director General, with the advice of the Intellectual Property Management Committee, shall recommend amendments to this Policy for approval by the ICIPE Governing Council where such amendments are consistent with the existing aims and objectives of the Policy.
2. Any amendment made under this Article shall be subject to the principles of non-retroactivity.

**XIX. DISPUTES**

Any dispute arising from the terms or implementation of this Policy shall be submitted to the Intellectual Property Management Committee for resolution. Where such practice is not successful, the dispute shall be considered under the terms provided in Part IV, Article 26 of the ICIPE Charter of the 27th November, 1986.

**XX. TRANSITIONAL PROVISIONS**

1. Subject to the provisions of Article XVII, all departments and divisions shall ensure that their staff and projects comply with this Policy within a period of six (6) months of its entry into force.

2. During the six-month transitional period, any disputes arising from existing agreements shall be considered, to the extent possible, in the light of this Policy.
SCHEDULE 1:
THE ICIPE INTELLECTUAL PROPERTY AGREEMENT

I understand that the International Centre of Insect Physiology and Ecology (ICIPE) is governed in the handling of intellectual property by its official policy titled ‘The ICIPE Intellectual Property Policy 2000’ (ICIPE IP Policy), which I have read and understood, and I agree to abide by the terms of that Policy.

Pursuant to that Policy, and in consideration of my employment by ICIPE, the receipt of remuneration from ICIPE, participation in projects administered by ICIPE, access to or use of facilities provided by ICIPE, access to information provided by ICIPE, and/or other valuable consideration, I hereby agree as follows:

1. That, subject to any agreement expressly stating otherwise, the Centre shall have ownership of all rights and obligations relating to any patentable inventions and innovations eligible for protection by other forms of intellectual property such as utility models or petty patents, trade secrets and other rights in information relating to useful articles of commerce that are produced in the course of official duties, or making more than incidental use of ICIPE’s time and resources.

2. That I shall execute and deliver all documents and records and do any and all things necessary and proper on my part to effect the terms of paragraph 1 of this agreement, provided that all such activities shall be undertaken at the expense of ICIPE.

3. That I shall immediately notify the Intellectual Property Management Committee, by the means set out in the ICIPE Intellectual Property Policy, when it first becomes apparent that an invention, discovery or technical development has been made in the course of official duties, or making more than incidental use of ICIPE’s time and resources.

4. That I shall maintain full confidentiality regarding all information that has been the subject of an Invention Disclosure. This requirement may be terminated by the express written consent of the Chairman of the Intellectual Property Management Committee or at such time that the information is clearly considered to be in the public domain, whichever may be the earlier.
5. That I shall make and maintain adequate and current records of all information relating to any research undertaken in the course of official duties, or making more than incidental use of ICIPE’s time and resources, in such forms as written notes, tables, sketches, drawings, spectra, chromatograms, photographs, computer diskettes, computer software, databases and the like or reports relating thereto, which records shall be and remain the property of and available to the Centre at all times and which shall be surrendered to the Centre in the event of the cessation of our relationship.

6. That I shall undertake to preserve samples of all isolates, fractions, compounds or modifications of these that may be undertaken, all of which shall also be and remain the property of and available to the Centre at all times and which shall be surrendered to the Centre in the event of the cessation of our relationship.

7. That I am now under no consulting or other obligation to any third person, organisation or corporation in respect to any patentable inventions and innovations eligible for protection by other forms of intellectual property such as utility models or petty patents, trade secrets and other rights in information relating to useful articles of commerce, or intellectual property rights thereof which are, or could be reasonably construed to be, in conflict with this Agreement or the terms of the ICIPE Intellectual Property Policy.

**NB:** Where associates of the ICIPE have prior existing employment agreements that conflict with the terms of either this Agreement or the ICIPE Intellectual Property Policy, they should immediately contact the Intellectual Property Management Committee, as an alternative agreement may be necessary.

8. That I will not enter into any agreement that might create rights to any patentable inventions and innovations eligible for protection by other forms of intellectual property such as utility models or petty patents, trade secrets and other rights in information relating to useful articles of commerce, or intellectual property rights thereof which conflict with this Agreement or the terms of the ICIPE Intellectual Property Policy.

9. That in the event of the cessation of my relationship with the Centre, I, and my estate, heirs and assigns, shall continue to be bound by the terms of this Agreement and the terms of the ICIPE Intellectual Property Policy.

*Contd.*
SIGNED at _______________ this _____ day of ______________ 20___
(month)

_______________________________________________________________
Employee / Associate Signature             Printed or typed name

_______________________________________________________________

_______________________________________________________________

Employee / Associate’s address

_______________________________________________________________
Witness’ Signature                        Printed or typed name

_______________________________________________________________

_______________________________________________________________
Witness’ address
SCHEDULE 2: AGREEMENT FOR THE TRANSFER OF BIOLOGICAL MATERIAL AND/OR RELATED INFORMATION

THIS MEMORANDUM OF AGREEMENT is made this _____, day of ____________ 20 __ between the International Centre of Insect Physiology and Ecology (hereinafter referred to as ‘ICIPE’) of the one part and __________________________________________ (hereinafter referred to as ‘the Receiving Party’), of the other part.

WHEREAS ICIPE desires to provide the biological material and/or related information detailed hereunder on the terms and conditions hereinafter set forth, and

WHEREAS the Receiving Party is ready and willing to accept the biological material and/or related information on the said terms and conditions,

NOW THEREFORE the Parties hereby agree as follows:

1. Scope of Agreement

   (a) This Agreement covers the following biological material, related information and/or activities as these may be supplemented by any annex to this Agreement that is duly signed by the Parties hereto:

   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

   (b) Any activities involving the biological material and/or related information that are not expressly authorised by the provisions of this Agreement and any annexes hereto shall be considered as expressly prohibited. This shall be understood so as to include, but not be limited to, any activities involving transfer to third parties, activities aimed at commercialisation or the claiming of rights of any kind over biological material and/or related information not specifically addressed by this Agreement.

Contd.
2. **Maintenance of Ownership and Rights by ICIPE**

(a) ICIPE maintains ownership and all rights to the biological material and/or related information covered by this Agreement, understood so as to include ownership and rights to any derivatives thereof and information developed as a direct result of the provision of biological material and/or related information.

(b) The terms and conditions of this Article shall be subject to any express written agreement to the contrary that shall be attached as an annex hereto.

(c) The terms and conditions of this Article shall be subject to any third party ownership or possession of rights to the biological material and/or related information that is the subject of this Agreement. Where such third party rights exist, they shall be detailed in the annex to this Agreement along with evidence of ICIPE’s legal authority to execute this Agreement.

3. **Rights and Obligations**

(a) The rights and obligations of the Parties are strictly limited to the terms and conditions of the Agreement. Accordingly, the Parties shall not be entitled to any benefit, payment, subsidy, compensation or entitlement except as expressly provided in this Agreement.

(b) The Receiving Party shall be solely liable for claims by third parties arising from the Receiving Party’s own wilful or negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall ICIPE be held responsible for any such claims by third parties.

4. **Consideration**

(a) The Receiving Party’s use of the biological material and/or related information for the purposes stipulated in this Agreement shall constitute consideration provided by ICIPE.

(b) The Receiving Party shall be considered to have provided adequate consideration by either of the following actions, unless expressly stated to the contrary in this Agreement or any annexes hereto:

(i) Providing ICIPE with rights to or rights of access to the results of any research involving the biological material and/or related information undertaken by the Receiving Party, subject to Article 1 and any annexes hereto; or, 

Contd.
(ii) Placing the results of any research involving the biological material and/or related information undertaken by the Receiving Party, subject to Article 1 and any annexes hereto into the public domain to the satisfaction of ICIPE.

5. The ICIPE Intellectual Property Policy

(a) Except as may be explicitly provided for to the contrary, in this Agreement or any annexes hereto, this Agreement shall be subject to the terms and conditions of the ICIPE Intellectual Property Policy 2000.

(b) The Parties hereby certify that they have read and understood the provisions of the ICIPE Intellectual Property Policy 2000.

6. Duration

(a) Where relating to biological material, this Agreement shall remain in force until the said biological material, and any derivatives and/or related information thereof, is returned to the satisfaction of ICIPE.

(b) Where relating to information related to biological material, this Agreement shall be subject to any associated rights, such as copyright or trade secrets, which might be attached thereto.

(c) This Agreement may be replaced at any time by a subsequent agreement between the Parties.

7. Amendment or Variation of Agreement

Notwithstanding anything to the contrary contained in this Agreement, or any annexes hereto, this Agreement may be amended or varied to the extent mutually agreed by and between the parties hereto. Such agreement shall be stated expressly in writing and attached as an annex hereto.

8. Termination of Agreement

(a) This Agreement may be terminated by either Party at any time subject to the terms and conditions of Article 6 herein.

(b) In the event of the termination of this Agreement by either Party, such Party shall notify the other Party in writing, including details for such termination as are required to fulfill the terms and conditions of Article 6 herein.

Contd.
9. **Dispute Resolution**

(a) The Parties agree to make good faith attempts to negotiate the resolution of disputes arising pursuant to this Agreement.

(b) Where the Parties are unable to resolve any dispute arising pursuant to this Agreement within a period of three months, such dispute shall be resolved according to the terms and conditions of the ICIPE Charter.

10. **Immunities and Privileges**

Nothing in this Agreement shall be understood or construed so as to constitute a waiver of ICIPE's immunities and privileges as provided for under the ICIPE Charter or the ICIPE’s Headquarters Agreement with the Government of Kenya.
**Schedule 2, Agreement for the Transfer of Biological Material and/or Related Information**

**IN WITNESS WHEREOF**, the Parties thereto have executed this Agreement.

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