



RESEARCH  
PROGRAM ON  
Dryland Systems

*Approved by SC on 12 December 2014*

# DRYLAND SYSTEMS (CRP-DS) INTELLECTUAL PROPERTY CLAUSE FOR CONSULTANCY CONTRACTS

Food security and better livelihoods  
for rural dryland communities

**Confidential Information:** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of [NAME OF CENTRE] for the time being confidential to [NAME OF CENTRE] [or any Group Company] and trade secrets including, without limitation, technical data and know-how relating to the Business of [NAME OF CENTRE] or any of its [or their] suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his/her Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

**Engagement:** the engagement of the Consultant by [NAME OF CENTRE] on the terms of this/her agreement.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Invention:** any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

## 1. INTELLECTUAL PROPERTY

1.1. The Consultant hereby assigns to [NAME OF CENTRE] all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this/her agreement, the Consultant holds legal title in these rights and inventions on trust for [NAME OF CENTRE].

1.2. The Consultant undertakes:

- (a) to notify to [NAME OF CENTRE] in writing full details of any Inventions promptly on their creation;
- (b) to keep confidential details of all Inventions;
- (c) whenever requested to do so by [NAME OF CENTRE] and in any event on the termination of the Engagement, promptly to deliver to [NAME OF CENTRE] all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in his/her possession, custody or power;

(d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by [NAME OF CENTRE]; and

(e) To do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to [NAME OF CENTRE].

1.3. The Consultant warrants to [NAME OF CENTRE] that:

(a) he/she has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

(b) he/she is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

(c) The use of the Works or the Intellectual Property Rights in the Works by [NAME OF CENTRE] will not infringe the rights of any third party.

1.4. The Consultant agrees to indemnify [NAME OF CENTRE] and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by [NAME OF CENTRE], or for which [NAME OF CENTRE] may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to [NAME OF CENTRE] during the course of providing the Services.

1.5. The Consultant hereby irrevocably appoints [NAME OF CENTRE] to be his/her attorney to execute and do any such instrument or thing and generally to use his/her name for the purpose of giving [NAME OF CENTRE] or its nominee the benefit of this clause [XX] .

## **2. CONFIDENTIAL INFORMATION**

2.1. The Consultant acknowledges that in the course of the Engagement he will have access to Confidential Information. The Consultant therefore agrees (except in the proper course of his/her duties) either during the Engagement or at any time after the Termination Date, not to use or disclose to any third party (and shall use his/her best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

(a) any use or disclosure authorized by [NAME OF CENTRE] or required by law; or

(b) Any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorized disclosure.

2.2. At any stage during the Engagement, the Consultant will promptly on request return to [NAME OF CENTRE] all and any [NAME OF CENTRE]'s property in his/her posse



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The CGIAR Research Program on Dryland Systems aims to improve the lives of 1.6 billion people and mitigate land and resource degradation in 3 billion hectares covering the world's dry areas.

Dryland Systems engages in integrated agricultural systems research to address key socioeconomic and biophysical constraints that affect food security, equitable and sustainable land and natural resource management, and the livelihoods of poor and marginalized dryland communities. The program unifies eight CGIAR Centers and uses unique partnership platforms to bind together scientific research results with the skills and capacities of national agricultural research systems (NARS), advanced research institutes (ARIs), non-governmental and civil society organizations, the private sector, and other actors to test and develop practical innovative solutions for rural dryland communities.

The program is led by the International Center for Agricultural Research in the Dry Areas (ICARDA), a member of the CGIAR Consortium. CGIAR is a global agriculture research partnership for a food secure future.

For more information, please visit  
[drylandsystems.cgiar.org](http://drylandsystems.cgiar.org)

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