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SRP POLICY ON INTELLECTUAL PROPERTY RIGHTS

INTRODUCTION

The purpose of this document is to define the policy of the Sustainable Rice Platform (SRP) on ownership of intellectual assets co-created by Members, employees, consultants and service providers as part of the organization's mandate as a multi-stakeholder alliance, operating in the pre-competitive space.

Multi-stakeholder governance is at the core of the SRP System¹. This means SRP seeks to ensure all stakeholders of the SRP System have an equal voice and an equal opportunity to influence decisions and outcomes in respect to operation and management of the SRP System. Moreover, the alliance strives to provide an open platform for collective co-creation of public domain tools to benefit smallholder rice farmers. Collective ownership of such assets is thus foundational in order to encourage open discourse and sharing in a pre-competitive arena.

Nevertheless, legal protection over intellectual property is required to uphold the brand value of SRP, particularly in relation to the Assurance Scheme, Training Scheme and related use of logos.

As a condition of membership, all SRP members agree to be bound by this policy, which may be amended from time to time by resolution of the Executive Board.

DEFINITION

Intellectual property includes patents, copyright and trademarks over intellectual assets, including inventions, improvements, data, processes, technologies, discoveries, project concept notes and proposals, reports, training materials and curricula, logos and other intellectual property ("Proprietary Information") that are conceived of or made by SRP members and/or Secretariat staff under the auspices of, and using the name of SRP as the primary convening source or lead organization.

Where SRP enters into a partnership with a non-member whereby intellectual assets may arise through co-creation, ownership of intellectual property must be pre-agreed in writing among the parties.

OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

1. SRP recognizes the importance of best practices in IP management towards the fulfillment of its mission. As part of the SRP guidelines, ownership and Freedom To Operate for IP assets used by SRP and/or by SRP stakeholders will be properly documented.
2. Except as may be otherwise expressly provided in writing, SRP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Member, employee, consultant or Service Provider (hereafter referred to as the "Partner") has developed for SRP either directly (in the case of SRP employees) or under a written agreement or contract, and which bear a direct relation to, or are produced, prepared or collected during the course of, or in consequence of, the Partner's performance of the agreement or contract. Partners acknowledge and agree that such products, documents and other materials constitute works made for hire for SRP.
3. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Partner: (i) that predated the Partner's performance of its obligations under the agreement or contract, or (ii) that the Partner may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under such agreement or contract, SRP does not and shall

¹ The term SRP System is used to mean SRP membership, the SRP Standard and Performance Indicators, the SRP assurance scheme, the SRP training programme, SRP logos, brand and other prevailing policies and procedures adopted by SRP from time to time.

not claim any ownership interest thereto, and the Partner grants to SRP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the said agreement or contract.

4. As a condition of membership, SRP members agree to waive any and all claims to ownership of any intellectual property developed under the auspices of SRP. Ownership of such property shall rest solely with SRP e.V., a not-for-profit association registered in Germany.
5. At the request of the SRP Executive Board, the Partner shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to SRP e.V. in compliance with the requirements of the applicable law and subject to any overriding contractual obligations.

PUBLICATIONS

6. All SRP-branded publications shall be the sole intellectual property of SRP e.V. and shall be published under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA) licence². This licence allows third parties to freely remix, amend and build upon SRP materials (including training curricula) on a non-commercial basis, provided SRP is duly credited and that the new creation is also licensed under identical terms and placed in the public domain. Attribution shall be given to all co-authors and contributors in order of contribution.

DISCLOSURE

7. All data and information shared with the Sustainable Rice Platform (SRP) and its staff concerning the member's activities in relation to the SRP's objectives are considered as pre-competitive and in the public domain. SRP and its staff may freely release and disseminate such information, whether in print or electronic form, to stakeholders, including the media and the general public, without requiring further consent. Members restricted by corporate disclosure policies may at the time of application request a dispensation from this default provision.
8. In the event that it is necessary to disclose confidential or commercially sensitive corporate information to SRP staff, the member undertakes to inform the SRP Secretariat in writing of the confidential nature of any specific information to be shared during the course of the collaboration, and shall at its discretion, require prior signature of a Non-Disclosure Agreement by an authorized SRP signatory. The SRP shall not disclose or otherwise communicate such information to external parties for any reason without the partner's explicit written consent.

- NOTHING FOLLOWS -

² <https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode>