

Report on
Intellectual Property Rights (IPR)
Seminar and Course

April 18-22, 1999
Cairo, Egypt

Report No. 64

Co-Sponsored by:

Ministry of Agriculture and Land Reclamation (MALR), Egypt
Ministry of Trade and Supply (MoTS)
Agriculture Policy Reform Program (APRP)/DAI
Strengthening Intellectual Property Rights in Egypt (SIPRE) Project
U.S. Agency for International Development (USAID)/Cairo

Compiled by:

Dr. Karim Maredia, Michigan State University
Dr. Fredric H. Erbisch, Michigan State University
Dr. Marsha A. Stanton, U.S. Department of Agriculture
Prof. John H. Barton, Stanford University

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Acknowledgments

Planning and Implementation of any program is a monumental task, specially in an international setting. The US-IPR team members would like to thank Ms. Theresa Miles for coordinating and guiding our efforts in the U.S., and Dr. Max Goldensohn and his team for their support and help in planning and implementation of the IPR seminar and course in Egypt. Dr. Goldensohn's vision and leadership was instrumental in making this program possible. Thanks also to all the speakers from Egypt for their presentations and valuable insight on the IPR issues in Egypt. The unprecedented collaboration between the Ministry of Agriculture and Land Reclamation, Ministry of Trade and Supply, the Agricultural Policy Reform Program/DAI, SIPRE project, and the U.S. Agency for International Development was key to the success of this program. The financial support from USAID/Cairo is duly acknowledged.

Intellectual Property Rights Seminar and Course April 18-22, 1999, Cairo, Egypt

Executive Summary

The government of Egypt is currently working to adjust its IPR policies and laws to meet the minimum requirements of the GATT/WTO treaty and to promote overall economic growth and investments, and the development of the private sector. The GATT/WTO/TRIPs agreement sets minimum standards that each member country must meet in its intellectual property rights (IPR) laws. Egypt has signed the GATT agreement and is a member of the World Trade Organization (WTO). In this context, the Ministry of Agriculture and Land Reclamation, the Ministry of Trade and Supply, the Agricultural Policy Reform Program/DAI, the SIPRE project (Strengthening Intellectual Property Rights in Egypt) and the USAID/Cairo organized a one-day seminar and a four-day course on IPR. The seminar and the course were held at the International Egyptian Agriculture Center in Cairo from April 18-22, 1999.

The purpose of the seminar was to create greater awareness and to educate senior policy makers and administrators from public and private sectors on various issues of IPR. The four-day course targeted the policy personnel, administrators and scientists who will be actually involved in the implementation of the IPR laws and policies in Egypt. The course provided hands-on experience on various aspects of IPR and technology transfer. Over 100 participants attended the seminar and over 75 participants attended the course.

The seminar and the course covered the various areas of IPR and technology transfer as they relate to agriculture including Plant Variety Protections (PVP), Patents, Plant Breeders' Rights, Copy Rights, Trademarks, Trade Secrets, Licensing and License Agreements, Intellectual Property Management, Impact of IPR on Trade, and Capacity Building in IPR. Dr. Frederic Erbisich and Dr. Karim Maredia from Michigan State University, Prof. John Barton from Stanford Law School, and Dr. Marsha Stanton from U.S. Department of Agriculture served as resource persons for the seminar and the course. Mr. Atef El-Azab, former Vice President of the Council of State in Egypt, Ms. Jaleen Maroney and Atty. Judy Goans from SIPRE project, Dr. Max Goldensohn from APRP/DAI, Dr. Catherine Ives from Michigan State University, and Dr. Magdy Madkour from the Agricultural Genetic Engineering Institute (AGERI), Egypt served as additional resources for the seminar and course.

Both the seminar and the course identified the major IPR issues/problems, and presented potential solutions. The seminar and course served as an excellent forum for the personnel from the Ministry of Agriculture to interact and exchange information with the personnel from Ministry of Trade and Supply, the TRIPs' IPR contact point in Egypt, private sector and patent office in Egypt. Participants received background and course materials including a copy of overheads/slides of all the presentations. A copy of the IPR handbook titled "Intellectual Property Rights in Agricultural Biotechnology" (Editors: Erbisich and Maredia) will be given to all the participants within 3-weeks. Overall the various presentations and the meaningful discussions

created a greater awareness and provided a good foundation for the participants on the complex issues of IPR and technology transfer as they relate to agriculture. An evaluation of the course was done at the end of the course program. All the participants who attended the 4-day course received a certificate of completion.

During the course and seminar, the U.S. IPR team members had an opportunity to visit Egypt's TRIPs Contact Point Office and meet with Chairman Dr. Fakhr El-Din Abou El Ezz and Executive Secretary Gen. Youssuf Murad. Michigan State University has extended an invitation to Gen. Murad to visit MSU's IPR office for 1-2 days during the month of May 1999. The U.S. IPR team also visited the Agricultural Genetic Engineering Research Institute (AGERI) in Giza to discuss the IP management and biotechnology transfer issues with Dr. Magdy Madkour. In addition, the U.S. team met with Prof. Ibrahim Siddik Aly, Vice President of the Menoufia University and discussed the potential areas of future collaboration between Michigan State University and Menoufia University in IPR. Dr. Frederic Erbisch also met with Dr. Moh S. Radwan, Professor of Agronomy from the University of Cairo and discussed about the transferring new seed varieties from the university to private companies.

Recommendations

Based on the interactions and discussions held during the seminar and the course, the following general and specific recommendations are proposed to further strengthen the intellectual property (IP) management capacity in Egypt.

General Recommendations:

1. It is recommended that continued education in various issues of Intellectual Property Rights (IPR) be provided to policy makers, scientists, administrators, industry personnel, patent office and new plant variety protection (PVP) office personnel, and exporters.
2. Develop a system for management and licensing of public sector inventions. e.g. establishment of technology transfer offices at different public institutions throughout Egypt.
3. Create/develop mechanisms and programs for improved communication between policy makers, legislators, patent office, patent variety protection office, scientific community, private sector and consumers in Egypt.
4. Develop a system to advise industry personnel and exporters on various issues of IPR in particular context to technology transfer and export marketing including how to use the new Intellectual Property system, how to manage the technology, how to effectively negotiate technology transfer and how to protect their export markets.
5. The proposed plant variety protection office when it comes to existence should prepare guidelines, hire new staff and provide continuing education to the office staff.
6. The patent office in Egypt should explore way to strengthen its biotechnology patent capabilities. This may include hiring new staff with background in legal and biotechnology issues, prepare guidelines and educate patent examiners on biotechnology issues.
7. It is recommended that there be a good coordination between the patent office and proposed plant variety protection office to ensure that their processes are complementary and that they determine whether the plant varieties will be protected by PVP law or be allowed dual protection under both the PVP and patent systems.

Specific Recommendations:

1. The IPR Contact Point Office in Egypt should organize quarterly meetings of representative stakeholders involved in IPR in Egypt to share information, current news and information, and to solve IPR related problems. The stakeholders may include the Ministry of Agriculture, Ministry of Trade and Supply, Ministry of Health, Seed Trade Associations, Horticultural Import and Export Association, University Counsel, etc.

2. The Ministry of Agriculture should organize a short course or field day outlining a state of art of Biotechnology to train the patent examiners. This could be done at the Agricultural Genetic Engineering Research Institute (AGERI) who would bring in experts from Plant Breeding, Molecular biology, Microbiology, Genomics, Pharmaceuticals, and other biotechnology related areas.
3. The Patent Office in Egypt should organize a series of seminar for various Ministries on the basic working of the patent office including the services they can provide.
4. When the proposed new Plant Variety Protection (PVP) office is established, the staff members of the office should receive detailed training in day-to-day operations and administration of the office. When the new PVP office is established, it should conduct a series of seminars targeted to potential clients on the application and examination procedures of the office.
5. The government of Egypt should develop a white paper on the current policies, practices and possibilities in transferring technologies from the public and private sector including issues such as the ownership of IPs, establishment of technology transfer system in various Ministries and Universities (such as the technology transfer office at AGERI).
6. Provide technical assistance to various universities in Egypt to develop and establish technology transfer offices using appropriate service providers within and outside Egypt.
7. The Patent Office, new PVP Office, and the Ministry of Agriculture should organize a joint workshop that would discuss IPR topics of importance in relation to technology transfer and trade including issues such as new technologies being developed, PVP law and how you apply for the plant variety protection, how you file for the patent, licensing strategies and negotiations.
8. The SIPRE Project should try and set-up an educational training program for the trainers/teachers so that they can start their own courses and seminars in Egypt. Before an in-country organization can take a lead in training, they should receive training in course development, course management, active learning, etc.

Intellectual Property Rights Seminar and Course April 18 - 22, 1999, Cairo, Egypt

A. Background and Planning

Through its international training activities, Michigan State University (MSU) has come to realization that there is a critical need for training and capacity building in Intellectual Property Rights (IPR). The office of Intellectual Property (OIP) and the Institute of International Agriculture (IIA) at MSU has been actively assisting global agricultural community in building their capacity in intellectual property (IP) management. As a part of MSU's training activities, OIP and IIA organize an annual short course in IPR and technology transfer.

In July/ August 1998, the Agricultural Policy Reform Program (APRP/DAI) of the Ministry of Agriculture and Land Reclamation through funding from the USAID-Cairo sponsored 9 participants from Egypt to attend the IPR short course at MSU. The participants apparently recognized the value of the course and its content, and recommended that MSU - IPR course team conduct a similar short-term training program in Egypt. Based on the recommendation and request from participants the APRP/DAI invited MSU - IPR team to come to Egypt and organize a one-day seminar on IPR for senior officials and administrators, and a four-day course for government officials who will be involved in the implementation of IPR laws in Egypt.

Dr. Karim Maredia visited Egypt in early February 1999 and met with Dr. Max Goldensohn, Chief of Party of the APRP/DAI to discuss about the planning of the seminar and course. Based on meetings with the management team of the APRP project, SIPRE project and the government officials, the dates were set and it was decided that MSU-IPR team will travel to Egypt from April 18-22, 1999 and deliver the program. The APRP project provided some background materials on the current status of IPR in Egypt.

Dr. Frederic Erbisich and Dr. Karim Maredia developed a draft outline of the program and shared it with Dr. Goldensohn for his initial review and comments. Once the initial outline was approved, a four-member IPR team was proposed to APRP/DAI to conduct the program and was approved by the government of Egypt and USAID/Cairo. The resource team included: Dr. Frederic Erbisich, Director of the MSU office of Intellectual Property; Dr. Karim Maredia, Associate Professor of MSU's Institute of International Agriculture; Prof. John Barton, Professor of International Law at the Stanford University; and Dr. Marsha Stanton, National Program Leader, Plant Breeding and Genetics at CSREES in the United States Department of Agriculture (USDA).

The IPR-team then developed a detailed program for the Seminar and Course (see the attachments). Additional expertise was drawn from Egypt to make the program comprehensive. An outline/overheads for each of the topics to be presented was developed by each team member and sent to APRP/DAI office in Cairo for Arabic translation. The DAI office in USA made all the necessary travel and other arrangements for the team members to travel to Egypt. The DAI office also ordered 80 copies of the textbook titled " Intellectual Property Rights in Agricultural

Biotechnology" to be given to the course participant. The book is edited by Drs. Erbisch and Maredia, and serves as a hand-book on various issues related to IPR and Technology Transfer

B. Intellectual Property Rights (IPR) Seminar, April 18, 1999

The Intellectual Property Rights (IPR) Seminar was held at the International Egyptian Agriculture Center on April 18, 1999. The purpose of the Seminar was to create awareness and provide education to senior government officials, and industry personnel on various issues of IPR. Over 100 senior officials and administrators from Public and Private institutions in Egypt attended the Seminar (see the attached attendee list). Dr. Frederic Erbisch, Prof. John Barton, Dr. Marsha Stanton, Dr. Karim Maredia, Mr. Atef El-Azab, Ms. Jaleen Moroney, Mr. Moustafa El Shafie, and Dr. Max Goldensohn served as resource persons.

On behalf of H.E. Dr. Youssef Wali, Deputy Prime Minister and Minister of Agriculture and Land Reclamation, and His Excellency Dr. Ahmed Goweilli, Minister of Trade and Supply, Dr. Magdy Madkor Director of AEGRI, opened the Seminar. The seminar began with brief opening remarks and introductions by Dr. Max Goldensohn, Chief of Party, APRP Project.

Dr. Frederic Erbisch provided an overview of intellectual properties, their protection and utility. Dr. Marsha Stanton discussed the U.S. experience in Plant Variety Protection (PVP) including the U.S. PVP law and the UPOV (International Union for the Protection of New Varieties of Plants) convention. Prof. John Barton covered various aspects of International Patent Law, including the impact of patent law on trade and technology transfer. Dr. Karim Maredia highlighted the challenges involved in intellectual property management. Mr. Atef El-Azab, former Vice President of the Council of State gave an overview on current status of IP protection in Egypt. Ms. Jaleen Moroney, Deputy Chief of Party, SIPRE Project highlighted the IPR capacity building activities undertaken by the SIPRE project in Egypt. Mr. Moustafa El-Shafie from the SIPRE project presented an overview on the impact of various IPR treaties and conventions. Dr. Max Goldensohn closed the program with concluding remarks strongly re-emphasizing the importance of IPR in Agriculture in terms of technology transfer and for the future of agriculture in Egypt.

The Seminar speakers identified the major IPR issues/problems and presented potential solutions. Not only did the presenters formally give these presentations but also there was considerable networking during the break time and after the seminar to discuss certain items in greater details. Some of the items discussed were:

1. Further differentiation between types of patents, and patents and plant variety protection.
2. Biotechnology patents, and ways of building IP protection beyond the original patent so that when the original patent expires, one can have continued patent protection.
3. IPR issues involved in the exchange of germplasm, especially the role of the material transfer

agreement in germplasm exchange.

4. Impact of biotechnology on technology transfer.

5. Other specific issues in relation to plant variety protection and patents.

The seminar provided a forum for senior agricultural administrators to interact with the TRIPs IPR Contact Point Office personnel. A copy of the Hand-book titled "Intellectual Property Rights in Agricultural Biotechnology" edited by Erbisch and Maredia was provided to the General Secretary of the IPR Contact Point, and to the SIPRE project. Overall the various presentations and the meaningful discussions during and after the seminar helped in creating greater awareness and provided good foundation to the participants on the complex issues of IPR and technology transfer.

C. Intellectual Property Rights (IPR) Course, April 19-22, 1999

The Intellectual Property Rights (IPR) course was held at the International Egyptian Agriculture Center from April 19-22, 1999. The purpose of the course was to provide hands-on training and education to government officials, industry personnel and academic personnel on various aspects of IPR and technology transfer. Over 60 officials from public and private sector institutions in Egypt attended the course (see the attached attendee list).

Dr. Frederic Erbisch, Prof. John Barton, Dr. Marsha Stanton, Dr. Karim Maredia, Dr. Catherine Ives, Dr. Magdy Madkour, Atty. Judy Winegar Goans served as resource persons for the course. On behalf of Dr. Saad Nassar, Director, Agriculture Research Center, MALR - Egypt, and Dr. Fakhri El-Din Abou El Ezz, Chairman, General Authority for Monitoring Exports and Imports, Prof. Ibrahim Siddik Aly, Vice President of Menoufia University opened the course.

Presentations given on Monday, April 19

1. Introduction to IPR (Dr. Frederic Erbisch):

The introduction provided an overview of intellectual properties, their protection and utility. Both copyright and trademark protections were covered in considerable depth. The application of copyright and trademark protection in agriculture was illustrated. This lecture provided an in-depth base for the other speakers to launch their presentations on patenting, plant variety protection and intellectual property management.

2. Importance of IPR in global context (Prof. John Barton):

This presentation described several of the new kinds of patents being issued in plant biotechnology. It then reviewed the patent litigation and the consolidations taking place within the developed world. It finally suggested some of the implications of these trends for developing

world agriculture and developing world IP and human resources needs.

3. Plant Variety Protection (Dr. Marsha Stanton):

This presentation provided an overview of the plant breeder's rights (PBR) system in the U.S. and related it to the PVP/PBR systems used by other countries. Dr. Stanton described the structure of the U.S. plant variety protection office and how they implemented the PVP law - including how the office examined applications, and how the U.S. procedures contrasts with that of other countries.

4. Patents (Prof. John Barton):

This presentation examined the working of the patent system. It then described the patent application process and the relative roles of specifications and claims. The lecture concluded with discussion of infringement and litigation, of patent economics, and of the special issues that biotechnology poses for the patent law.

Presentations given on Tuesday, April 20, 1999

1. Special Forms of IP Protection (Prof. John Barton):

This presentation explored the role and details of trade secrecy protection in both its misappropriation and contractual roles. It discussed several specific examples and then turned to material transfer agreements (MTAs). Here, it reviewed both the different roles such agreements play and the various terms included in such an agreement.

2. Plant Breeders' Rights / UPOV (Dr. Marsha Stanton):

This presentation described the International Union for the Protection of new Varieties of Plants (UPOV) - which provides minimum standards for plant breeders' rights. The lecture outlined the main provisions of UPOV and described changes in the 1991 amendments - in relation to WTO/TRIPs agreement.

3. Types of Agreements (Dr. Frederic Erbisich)

Six different IP agreements were reviewed, with the participants receiving copies of each agreement. The important points of each agreement were discussed along with examples and experiences of their use. The types of agreements were:

- a) Research Agreement
- b) Confidential Disclosure Agreement (CDA)
- c) Material Transfer Agreement (MTA)
- d) Inter-Institutional agreement
- e) License Agreement, and
- f) Option to License Agreement.

4. Impact of IPR on Trade (Prof. John Barton):

This presentation began by emphasizing the territoriality of patents. It then described the various international agreements that govern patents. This provided basis for the IP oriented barriers to

trade, and an effort to estimate the future role of these barriers and their implications for developing countries.

Presentations given on Wednesday, April 21, 1999

1. Licensing (Dr. Frederic Erbisch):

This lecture concentrated on the terms and applications of the license agreement. Each attendee was provided a copy of the Michigan State University technology license agreement. Each major section of the agreement was discussed with numerous considerations given for these sections.

2. License Negotiations Exercise (Dr. Frederic Erbisch):

The participants were divided into 6 groups. One half of each group was designated as for-profit company representatives, the other half represented a not-for profit institution. A License negotiation situation was established and both sides were provided a draft license agreement for negotiation. The participants spent approximately one-hour negotiating and then a spokesperson from each group presented the results of their negotiation.

3. Technology Transfer: Biosafety, Regulators Approvals and Integration of IPR and Biosafety (Dr. Karim Maredia):

This presentation defined the Biosafety and regulatory considerations as they relate to technology transfer with special emphasis to genetically modified organisms (GMOs). Biosafety systems in the U.S. and Egypt as well as three binding international biosafety agreements were reviewed. Finally, the ways to integrate Biosafety and intellectual Property Rights issues in various licensing agreements were discussed.

4. Special Discussions on PVP, patents and Licensing (Dr. Frederic Erbisch, Prof. John Barton and Dr. Marsha Stanton):

There was an open discussion on two topics. The first topic included the commercialization of Intellectual Properties. The second topic concerned with the plant variety protection.

Presentations given on Thursday, April 22, 1999

1. Egypt Case Study: AGERI/GESU (Dr. Magdy Madkour)

Dr. Magdy Madkour gave an overview of the research and commercialization activities undertaken by the Agricultural Genetic Engineering Research Institute (AGERI) in Egypt. The business/commercialization services offered by AGERI's Genetic Engineering Services Unit (GESU) were also discussed. A copy of Egypt's National Biosafety Guidelines were provided to all the participants.

2. Implications of IPR in Egypt (Atty. Judy Winegar Goans)

This presentation discussed the implications of IPR laws on the economic development in Egypt

with special emphasis on effects of improved protection in various fields for proprietors, users and consumers.

3. Capacity Building in IP Management (Dr. Karim Maredia)

This presentation first highlighted important management challenges in IPR. An integrated approach to IPR capacity building was presented including: a) IPR policy and institutional development; 2) Awareness creation; 3) Human resource development; and 4) Information access and Networking.

The presentations given during the course were designed to be interactive and discussion oriented. There were ample of opportunities to ask questions. Participants received background and course materials including a copy of overheads/slides of all the presentations. A copy of the IPR Handbook titled "Intellectual Property Rights in Agricultural Biotechnology" (Editors: Erbisch and Maredia) will be given to all the participants within 3-weeks. The diversity of participation from the Ministry of Agriculture and Land Reclamation, the Ministry of Trade and Supply, Patent office, private sector and academic institutions provided an excellent forum for networking and information exchange.

An evaluation of the course was done on the last day of the course using the evaluation form developed by the APRP/DAI (summary attached). A certificate of completion was given all the participants who attended the 4-day course.

D. Additional Meetings/Visits Made Outside the Seminar and Course

1. On April 21, the U.S. IPR team along with Dr. Max Goldensohn visited the TRIPs IPR Contact Point Office in the Ministry of Trade and Supply. The group met with Dr. Fakhir El Din Abou El Ezz, Chairman of the Contact Point. The importance of IPR capacity building and linkages were emphasized in this meeting. The MSU-IPR team has agreed to host Mr. Youssuf Murad at Michigan State University for 1-2 days during his visit to the U.S. in May 1999.
2. The second meeting (April 22) involved Dr. Moh S. Radwan, Professor of Agronomy from the University of Cairo. Dr. Radwan asked for assistance in transferring new seed varieties from the university to private companies. Dr. Frederic Erbisch has promised to provide information regarding MSU's program, relevant agreements and contact points in the U.S. Dr. Erbisch will continue to provide assistance until Dr. Radwan has a program in place for his university and other universities in Egypt which have crop plant breeding programs.
3. The third meeting (April 22) involved Prof. Ibrahim Siddik Aly, Vice President of Menoufia University, and Dr. Hossam A. El-Saghir, Associate Professor of Law at

Menoufia University. Several matters were discussed regarding IPR capacity building at the university. One matter was an IPR conference the University was sponsoring early next year and Prof. Ibrahim indicated he would talk with MSU-IPR team some time in the near future about possible speakers for the conference. The University's law school is planning on teaching a 2 credit hour one semester long IPR course and asked for assistance in developing a course outline, with reference materials for the course including books and articles. MSU-IPR team will try and provide course outlines from other American universities, and begin to search for reference materials. Also, the Menoufia University has requested assistance in setting-up of a Technology Transfer Office at the University. Other IPR items discussed included IP societies and professional organizations such as Licensing Executive Society (LES) and the Association of University Technology Manager (AUTM).

List of Participants
Intellectual Property Rights Seminar
Sunday, April 18, 1999
Cairo, Egypt

#	Name	Affiliation
1	Tahany M. Osman	Director General. Development of Technology
2	Max Goldensohn	COP - APRP/ RDI
3	Marsha Stanton	U.S. Dept. of Agriculture
4	Sayed Hussein	APRP - RDI
5	Amin Abaza	Modern Nile Cotton
6	Pill Parhee	HEIA
7	Hoda A. Serag El-Din	AEPPI (President)
8	Maher El-Tohamy	Agricultural Engineer
9	Ahmed El-Behery	AENRI
10	Rich Magnani	APRP-RDI
11	Abdel Rahim El-Mahdy	APRP
12	Adel I. Mideny	CASC
13	Mahmoud El-Naggar	PPRI
14	Fattoul A. Hamed	ASRI. Patent Office
15	Khalil El-Malki	Under Secretary, Pest Control
16	Mahmoud Abu Sedera	GARPAD
17	Mohamed Eid	ARC
18	Catherine L. Ives	Michigan State
19	Abdel Shakur Zahran	APRP- RDI
20	Amr El-Tonsy	HEIA
21	Magdy Mahmoud	Specialist
22	Mamdouh Salem	Egyptian T.V. (News)
23	Kamal Aly	Foreign Agricultural Relations
24	Ismail Ahmed	Foreign Agricultural Relations
25	Ali Kamel	USAID
26	Abdel Mageed H.	E.I.V.
27	Mohamed Omran	USAID
28	Mohamed Tawfik	Manager
29	Gamal Eissa Attya	CASC
30	Mohamed El-Morshedy	CAPL
31	Mohamed Saud	FAQ
32	Eid Fahmi Mohamed	AERdRiA
33	Craig Anderson	USAID
34	Wageeh Kadry	Ministry of Agricultural
35	El-Husseiny El-Akkad	Supervisor - Agricultural Museum
36	John Barton	Stanford
37	Helmy El-Rabie	People's Assembly Member

38	Lawrence Kent	APRP / RDI
39	Glenn Rogers	USAID
40	Azmy El-Berry	AEnRI
41	Wageeh Radry	MALR
42	Mahmoud Mansour	Ag. Econ. Res. Institute
43	Soad Ibrahim	Foring Agr.
44	Hanaiva El-Itriby	Agri. Gen. Engineering Res. Institute
45	Fred Erbisch	Michigan State University
46	Karim Maredia	Michigan State University
47	Amani El-Fekky	APRP / RDI
48	Fatma Khattab	APRP / RDI
49	Mohamed Gomaa	APRP / RDI
50	Reda Ismail	AERI
51	Edgar Ariza Nino	APRP / RDI
52	Atef El-Azab	Counselor
53	Eng. Hussien Abdel Salam	Manager FAO Dept.
54	Abdel Aziz El-Sharkawy	General Manager Cotton Afirc (MOTS)
55	Hossan Lotfy	Lawyer
56	A. El-Hissewy	Rice Head of Research ARC
57	Mohamed Mahfouz	Manager of international – Foreign Relations Studies
58	Hussein Tosson	MALR
59	Tarek Abou Ragheb	Owner of a Trade Mark office
60	Hanaa Mahmoud Euess	Public Relations
61	Emad El-Din Omar	Economic Studies Dept.
62	Mohamed Hassan Mostafa	Land & Water Research Institute
63	Famihan Shaker	USAID
64	Ezz El-Din Hamdy	GOEIC
65	Amr Kerchah	Hoda Abdel Hadi
66	Sohier Helmy	Foreign Relations Dept.
67	Hanan Fahim	Patent Attorney
68	Ali Abed Moher	
69	Zarifa Romany	
70	Fawzy Ahmed	Co-operation
71	Fawzy Ahmed Attia	Specialist – Agr. Marketing
72	George Kondos	APRP
73	Mostafa El-Shafie	SIPRE
74	Amal Mohamed Amin	SIPRE
75	Behiga Shoukry	Director General of Trade Mark Office
76	Ragaa El-Dekki	Hoda Abdel Hadi Partners
77	Sohier Abdel Radi	El-Bors
78	Motee Gad Allah	Trade Marks
79	Hanan Thabet Hanna	Trade Marks
80	Ebtessam Hassan	Trade Marks
81	Hekmat Abdel Latif	Trade Marks
82	A.I. Allam	Sugar Crops Res. Inst.
83	Amira Abou Hamed	Director. Food Security
84	A. El-Serafy	Director Sakha Station

85	Rania El-Masry	Bureau Joseph
86	A. Salah Yousef	Bureau Abdel Hadi
87	Samir Sayed Farag	Horticulture Inst.
88	Wagdy Amer Mohamed	
90	Samy Attallah	
91	Mamdouh Youssef	
92	Mahmoud El-Shafie	Training Expert
93	Abdel Whab Ashry	Professor of Agric. Economic
94	Naglaa Saad El-Din	Specialist Senior Agric.
95	Zeinab Amin Mohamed	ARC
96	Soheir Mostafa Mohamed	MALR
97	Mohsen Hussein	
98	Gamila Ahmed El-Sayed	Trade Marks
99	Awatif Ahmed	Trade Marks
100	Abdel Fattah Fayed	Journalist (El-Raaee)
101	Youssef Sharobeen	Researcher
102	Ahmed Osama	Researcher
103	Gamal Kamal	Researcher
104	Mohamed Abdel Halim	Lawyer
105	Yevonne Abdel Shahed	Agric. Engineer

Intellectual Property Rights (IPR) Course

List of Participants
April 19-22 . 1999

Cairo. Egypt

No.	Name	Position	Address	Tel./fax
1	Dr. Emad Anis Metry	Researcher	Agricultural Research Center - Agricultural Genetic Engineering Research Institute (AEGRI)	5728731
2	Dr. Mohamed Ibrahim Salama	Researcher	Agricultural Research Center - Genetic Engineering Research Institute	5727831
3	Dr. Gharib Abdel Raouf Ahmed	Head of Research	5727831
4	Dr. Hanaiya El Itrby	Deputy Director of the Genetic Engineering Research Institute	Agricultural Research Center - Genetic Engineering Research Institute	
5	Shawki Amin Abdel Aziz El Said	Assistant Researcher	Agricultural Economic Research Institute	018.510277
6	Abdel Aziz Fathi	Head of the Planning Department	General Organization for Export Monitoring	417-6186
7	Mohamed Shawki Abdel Meguid	Head of Department- Training Center	General Organization for Export Monitoring	417-6186
8	Dr. Samir Ahmed Frag	Supervisor- The Technical Office for Horticultural Research Institute	Horticultural Research Institute	572-0618
9	Dr. Kadraia Fahmi Hegazy	Research Director - Wheat Research Section	Field Crops Research Institute	570-7393
10	Dr. Wagih Kadri	Professor in the Plant Research Institute	Central Administration for Lands and Water - Ministry of	337-6865

			Agriculture	
11	Dr. Shawki Farid Abu El Saad	Professor - Maize Program	Agricultural Crops Research Institute	573-1580
12	Dr. Mohammed Ali Abu El Fadl	Professor - Maize Program	Agricultural Crops Research Institute	573-1580
13	Rania Khamis Abu Ibrahim	Agricultural Engineer	Agricultural Engineering Research Institute	
14	Dr. Ahmed Kassem	Researcher	Agricultural Engineering Research Institute	377-5853
15	Dr. Salah El Khatib	Researcher	Agricultural Engineering Research Institute	370-5025
16	Dr. Abdallah El Shafai	Researcher	Sugar Crops Research Institute	573-5699
17	Dr. Milad Azer Maximos	Research Director	Rice Program	572-6953
18	Ahmed Ghaleb Abdel Rahman	General Manager of the Training Center	Export Monitoring organization	417-6186
19	Hamed Ahmed Hamed	Administrative & Financial Affairs Director	Export Monitoring organization	417-6168
20	Amira Abu Hammer	General Manger of the Food Security Department	Ministry of Agriculture	337-7976
21	Abel Basset Mohammed Ali	Director of Financial Affairs	Export Monitoring Control	
22	Samir Shafik Shaker	General Manager	Import & Export Control	417-6188
23	Yevonn Abdel Shaheed Rizk	The General Administration for Statistics	Economic Affairs Sector	360-9245
24	Mohamed Fakher Abdel Fattah	Technical Inspector	Export Control	
25	Ghada Abdel Moneim Mostafa	Environmental Researcher	Environmental Affairs Apparatus	340-6777
26	Amal Mohammed Helal	CEPRI	24 El Gomohriya Street - Cairo	346-7269
27	Mohamed Adel Moussa		Import & Export Control	417-6182
28	Dr. Reffat Abdel Hamid	Department Head - Wheat Research section	Agricultural Research Center	570-7293
29	Atef El Azeb	Consultant	18 El Messeha St.- Dokki	348-6192
30	Ahmed Hussein	Financial &	El Salam City -	281-0155

	Hereidi	Administration Inspector	Atlas	
31	Khaled Ibrahim El Dessouki	Administrator	Heliopolis	244-8266
32	Thanaa Mohammed Gohar	Manager of the Information Center - The Executive Office for Communication Point	Foreign Trade Sector -	430-2612
33	Mohamed Abdel Aziz El Sharkawy	General Manager of the the Cotton Research Institute	19 Mahed Nasser Institute - Corniche El - Shubra	203-7827 (010) 143-7958
34	Dr. Bushra Naguib Ayad	Research Manager - The Egyptian Agricultural Seed Production Company	18 El Reffai Square- Dokki	335-1152
35	Dr. Nabil Mohamed Attia	Former General Manager of the Export Promotion Center	4 Said Bahagt St. - Heliopolis	2430327
36	Eng. Ahmed Lashin	Manager of Planning Programs	Export Control	280-6936
37	Amr Mohammed Al-Hosseini	Third Training Program	Export Control	574-7467
38	Ali Attia Ali	Consultant/ Agricultural Eng. Danton for Seed Comp	200 A El Hegaz - Heliopolis	2484603
39	Adel Ibrahim Midani	Central Administration for Seeds	8 Cairo university St.	572-4721
40	Gamal Eissa Attia	Central Administration for Seed Certification	8 Cairo university St.	572-4721
41	Dr. Nabil Mohammed Abel Hamid	Former General Manger	Export Promotion Center	2446334
42	Ail Mohammed Abel Hammed	Director of the International Cooperation	Export Promotion Center	3493922/348414 2
43	Mustafa Hussein El Shave	Patent Agent	IPR project - Egypt	395-7276
44	Mohsen Hammed Abu Gharara	Follow up Inspector	Export & Import Control	5742301
45	Mohammed El Taher Hammed	Inspector	Export & Import Control	574-2301
46	Dr. Mohammed Rizk Enan	Researcher	Genetic Research	573-4424

47	Dr. Taymour Nasr El Din	Deputy Director - Genetic Research Institute	Genetic Research Institute	568-0970
48	Afaf Abdel Moneim El Sayed	Assistant researcher	Agricultural Economic Research Center	568-970
49	Mostafa Ali Tawfik	HEEA	22 Syria St.- Mohandssen	338-3080
50	Eng. Galal Abdel Naeim Hassan Darwish	Patent Office Technical Examiner	101 El Kasr El Aini	370-1886
51	Wael Ahmd Soliman	Administrator	Export Control	
52	Dr. Hamam Ahmed Abdel Karim	Director of Research	Sugar Crops Research Institute	573-5699
53	Dr. Eid Meguid	Director of Research	Genetic Engineering Research Institute	2706621
54	Dr. Abdel Hafez Abdel Mostafa	Researcher	Agricultural Economic Research Institute	
55	Nadia Mamoud Saeid	Lawyer	Academic Scientific Research	594-1274
56	Ossama Sameh	First Inspector	Export Control	
57	Mohamed Mohamed Helal	Analyst	Export Control	
58	Mohamed Fouad Hassan	Analyst	Export Control	
59	Wael Mohran	Analyst	Export Control	
60	Nasr Abdel Salam	Analyst	Export Control	
61	Mohamed Abdel Khalek	Analyst	Export Control	
62	Mohamed Fathi Sultan	Analyst	Export Control	
63	Dr. Hossam El Saghir	Legal Advisor		519-7534
64	Dr. Sami Sabry	Wheat Breeder	Field Crops Research Institute	
65	Nour el Din Mostafa Ahmed		Import & Export Control	
66	Mohamed Galal Abdel Rahim		Export & Import Control	
67	Dr. Hossam El Saghir	Dean of the Faculty of Law	Export & Import Control	
68	Mohammed Galal Abdel Raheem		Export & Import Control	
69	Dr. Hisham N. Moharram	Researcher	AEGRI (Agricultural Genetic	572-7831

			Engineering Research Institute	
70	Sherif El- Kerdany	Program Manager	Egyptian Seed Association 35 Gammet El Dowal El Arabia - Mohandssen	349-9178 349-8994
71	Dr. Mohamed Abdel Hafez Abdel Moteleb			
72	Shawki Amin Abdel Aziz			
73	Ghada Abdel Moneim Mustafa			
74	Dr. Mossad M. Abdel Aleem			
175	Ahmed Ahmed Lashin			
176	Youssef Murad Hassan			
177	Fathi Ali Mohammed			
78	Ahmed Ahmed Helal			
79	Dr. Ahmed Nassar		Sugar Crops Research Institute	573-5699
80	Dr. Hammam El Rasheedi		Sugar Crops Research Institute	573-5699

Appendix C

Outlines of Presentations Given by Dr. Frederic Erbisch

- 1. Introduction to Intellectual Property**
- 2. Licensing**
- 3. License Negotiation Exercise**
- 4. Types of Agreements**

INTRODUCTION TO INTELLECTUAL PROPERTY RIGHTS

Frederic H. Erbisch
Office of Intellectual Property
Michigan State University
East Lansing, Michigan 48824

Introduction

Background of presenter
Background of institution

Intellectual Properties

What are they?

Who can create intellectual properties?

Examples

Protection of Intellectual Property

Can intellectual properties be protected?

Why protect intellectual properties?

Who grants intellectual property protection?

Types of Protection

Copyright

Trademark

Plant Variety

Patent

Trade Secret (contract law)

Copyrightable Materials

Literary works including computer
software

Musical works

Dramatic works

Choreographic works

Pictorial and sculptural works

Sound recording

Architectural works

Trademarkable Materials

Titles

Names

Short phrases

Slogans

Logos

Intellectual Property Rights

Rights associated with intellectual properties

Use of Intellectual Properties

Public domain

License

Exchange

Barter

INTRODUCTION TO INTELLECTUAL PROPERTY RIGHTS

Frederic H. Erbisch
Office of Intellectual Property
Michigan State University
East Lansing, Michigan 48824

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Copyright
Trademark
Plant Variety
Patent
Trade Secret (contact law)

Copyrightable Materials

Literary works including computer
software
Musical works
Dramatic works
Choreographic works
Pictorial and sculptural works
Sound recording
Architectural works

Trademarkable Materials

- Titles
- Names
- Short phrases
- Slogans
- Logos

Intellectual Property Rights

Rights associated with intellectual properties

Use of Intellectual Properties

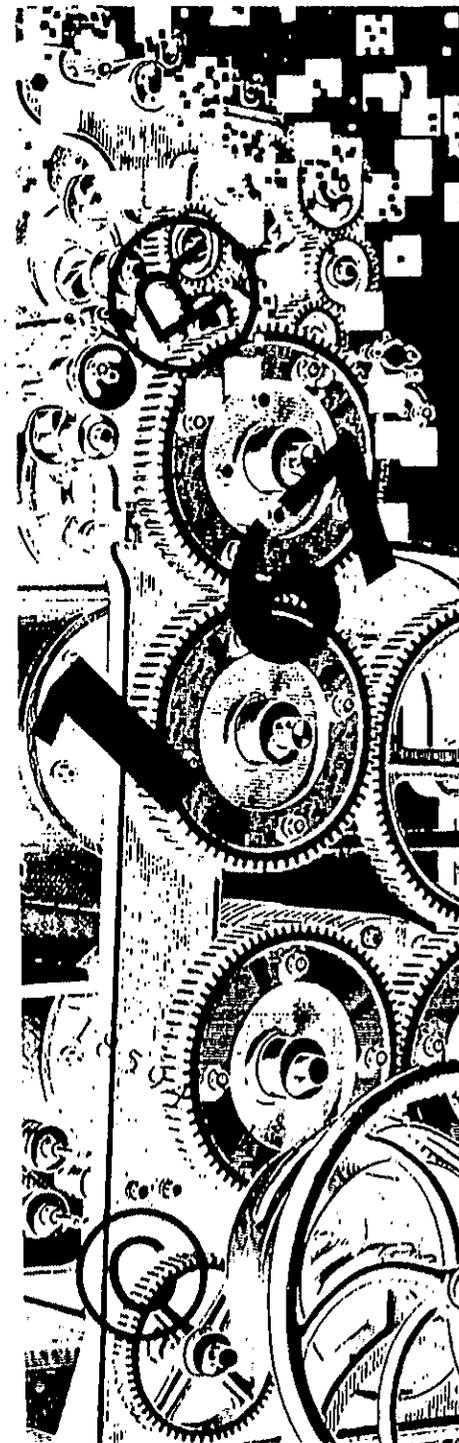
- Public domain
- License
- Exchange
- Barter



The Office of Intellectual Property acknowledges the support and encouragement of the Office of the Vice President for Research and Graduate Studies, the Office of the Vice President for University Development, and the Michigan State University Foundation.

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Produced by University Publications, Division of University Relations, MSU.
Designed by student intern Marie Chick.



Handling Your Invention

Office of Intellectual Property
A Division of the Office of
the Vice President for
Research and Graduate Studies

Second Edition

Suggested form and contents of a research notebook

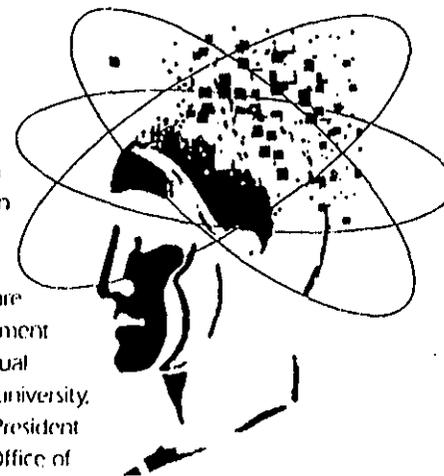
1. The notebook should be bound and pages numbered sequentially. (Secondary records or duplicate pages should be made periodically and stored in another area to prevent loss.)
 2. Entries should be made in ink or indelible pencil.
 3. Each page should contain the date (month, day, and year) and the signature of the individual performing the work.
 4. The work should be identified with a description of the project or a project number.
 5. Notes should be in sufficient detail to provide understanding and repetition of the work performed.
 - a. Describe the idea or conception of an invention or technical achievement.
 - b. Describe the experimental procedure or plan.
 - c. Describe the equipment used, how it operates, and conditions of operation.
 6. Data should be entered directly in the notebook with an analysis and conclusion which can be derived from the data.
 7. Information entered should be original, not transcribed, and should be dated, signed, and witnessed. Data from equipment, graphs, etc. should be identified and/or referenced in the notebook.
 8. Provide an identifying code for any sample or product developed. The code should be placed on the compound or product and entered in the notebook. This code should be used for tracking the sample or product and is particularly helpful when something is sent out for evaluation.
 9. Mistakes should be crossed out, initialed, and dated. The correction should be noted chronologically on the next available page. Pages should not be obliterated or removed.
 10. Unfilled portions of pages should have an X drawn from the point just below the last entry to the line provided for witness and on the bottom of the page.
 11. Conception and reduction-to-practice pages of the notebook should be read, understood, witnessed, dated, and signed by at least one person other than the note keeper, but NOT by a convener.
- Note:* A *convener* is someone who makes an intellectual rather than purely experimental contribution to the work. Witnessing should be done no later than one week following the entry.

What are intellectual properties?

Intellectual properties are intangible products of the mind—ideas and their representation. Such things as inventions, publications, and other works of scholarship like videotapes, computer programs, or works of art are intellectual properties. Intellectual properties can be protected by means of copyright, trademark, or patent.

In becoming an employee of Michigan State University, you agreed to give certain intellectual properties to the university, in return for which the university will do its best to develop and market them and share royalty receipts with you and your department or unit. The authority to manage intellectual property is vested in the President of the university, who in turn has delegated it to the Vice President for Research and Graduate Studies. The Office of Intellectual Property (OIP) administers this function by evaluating, patenting, and then transferring protected inventions into the marketplace. In doing so, OIP helps fulfill Michigan State University's land-grant commitment to the extension of applied knowledge.

This brochure explains the preliminary actions necessary to protect an invention. Other processes of protection—patenting and licensing—are explained in separate brochures. These brochures serve to answer commonly asked questions about handling intellectual properties but leave many other points unaddressed. When you need additional information, please direct your intellectual property questions to:



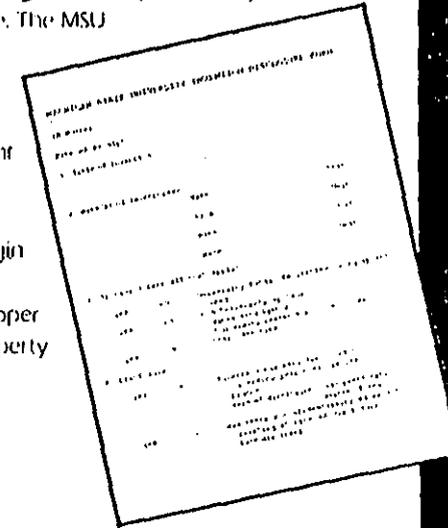
Office of Intellectual Property
Michigan State University
238 Administration Building
East Lansing, MI 48824-1406
Telephone 517/355-2186
Fax 517/432-3880

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As defined by patent law, "printed" can mean printed, typed, or handwritten, and "published" simply means made available to the public. If your invention is disclosed to the public more than one year before application for patent is made, this disclosure will be considered prior art and your invention will not be patentable. As a researcher, it is particularly important for you to keep this time limit in mind.

Generally you may disclose your invention to fellow university colleagues without a written agreement of confidentiality. You may make disclosure to someone outside the MSU community without jeopardizing invention patentability if proper confidentiality requirements are in place. The MSU Confidential Disclosure Agreement provides these confidentiality requirements. When appropriately signed at MSU and by the potential recipient's organization, this agreement will prevent loss of foreign patentability and obviate the U.S. patent timeline.

In order for Michigan State University to begin the process of protecting, patenting, and transferring your invention, you must make proper disclosure to the MSU Office of Intellectual Property by means of an Invention Disclosure Form, available from OIP.



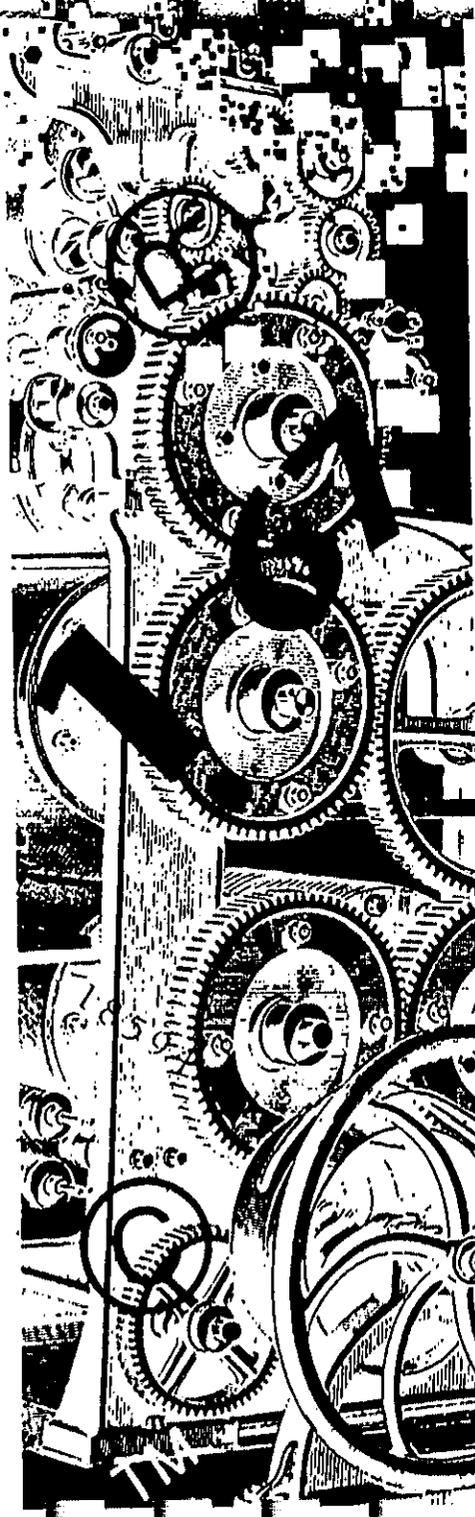
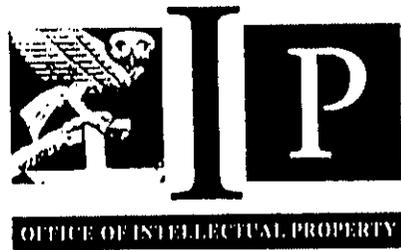
Must I disclose my invention?

Yes, if your invention has been funded wholly, or in part, by the federal government. In 1980, Congress passed the Bayh-Dole Act. This Act outlines the rights and obligations of both the university and the government whenever there is a federally supported research and development project. Researchers are obligated to report any inventions to the university (i.e., the Office of Intellectual Property), and the university must report the invention to the agency within 60 days. Be sure to completely fill out item 3 regarding funding on the Invention Disclosure Form.

What is Michigan State University's patent policy?

MSU's patent policy defines what intellectual properties you have agreed, by becoming an employee of the university, to give to the university. The patent policy and royalty distribution schedule are included at the end of this brochure.

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Protecting Your Invention



Office of Intellectual Property
A Division of the Office of
the Vice President for Research
and Graduate Studies

MICHIGAN STATE
UNIVERSITY

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Service marks are the same thing as trademarks except that they identify and distinguish services rather than products. For example WENDY'S, BLUE CROSS & BLUE SHIELD, and UNITED AIRLINES are examples of service marks.

What is the scope of protection for a trademark?

Trademark rights in the United States are fundamentally concerned with:

Deception. Protection of the public from confusion, mistake, or deception as to the origin and/or quality of goods, services, or commercial identity arising from the use of a confusingly similar mark or name on the same or similar goods/services.

Goodwill. Protection of an owner's investment in goodwill associated with the mark or name.

What do trademark laws protect?

Trademark laws protect the owner's commercial identity in its established trademark against confusingly similar use by a new owner's trademark. From an economic view point, trademark law protects the value of the trademark owner's reputation and his or her investment in advertising.

Why trademark an invention?

Trademarking an invention affords double protection, allowing the owner of a trademark and invention to obtain broader protection for the invention, realize greater royalties, and obtain more recognition for the invention.

LICENSING

Inventions, patents, trademarks, and know-how are made available to the public through contractual arrangements called licenses. The following questions/answers provide a preview of the brochure "Marketing Your Invention," the next in our intellectual property educational series.

What is technology transfer?

The transfer of technology from the academic environment into the commercial market is a main interest of the Office of Intellectual Property. This transfer consists of taking a technology invented at Michigan State University and seeking a licensee from industry who can bring the technology to market.

Who can obtain a patent?

Patents are granted to the true inventors (researchers) of patentable inventions, and the inventors are listed as such in the patent document. According to Michigan State University patent policy, ownership of a patent that is granted to an inventor who is an employee of MSU is transferred or assigned to the university by the inventor(s). The university is listed on the patent as the assignee or owner. In return, the university typically commits resources to patent and license the invention and shares royalties from the invention with the inventor(s) and the inventor's academic unit.

What can be patented?

To be patented, an invention must possess the following qualities:

Novelty. The invention must be new—that is, it must be different from "prior art" (see below). In other words, it must be slightly different from that which is already known to the public.

Novelty also means that you, the inventor, cannot have published the invention, put it in public use, or offered it for sale more than one year before applying for the patent.

In addition, you cannot get a patent for someone else's invention.

Utility. The invention must be useful. Some level of benefit must be provided by the invention.

Nonobviousness. The invention must not be obvious to anyone knowledgeable in the area at the time the invention was made. An invention that solves a known problem is nonobvious if others attempted to solve the problem but failed.

In short, anything that is made by an inventor is patentable, excluding such things as principles of science and laws of nature. Whether your invention possesses the above qualities often requires an opinion from a patent attorney. To receive a patent, you must disclose enough information in the patent document to allow one knowledgeable in the area of the invention to use it. The U.S. government sees the granting of patents to an inventor as an incentive to disclose inventions fully and thus a way of promoting the advancement of science and disclosure of that science to the public.

As a Michigan State University employee, you are obligated to disclose your inventions to the Office of Intellectual Property at its office in 238 Administration Building or by calling 353-2116.

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without permission, it is called patent infringement. A patent owner may sue for compensation of past infringement and may obtain a court order preventing further infringement.

How is patent protection enforced?

Many conflicts involving patents are settled by negotiation. If negotiation fails to produce a resolution, a lawsuit may be brought in a federal district court located where the infringer resides or where infringement occurs and the infringer has a regular and established place of business. The objectives of bringing suit are to recapture damages (i.e., legal fees, back royalties, cash, etc.) and obtain an injunction to prohibit further infringement.

Does a U.S. patent protect an invention worldwide?

No. Patent rights are limited to the boundaries of the country that granted the patent. A U.S. patent is enforceable only in the United States, its territories, and its possessions. To be protected in another country, an invention must be granted a patent in that country.

Michigan State University will investigate foreign patents for an invention in those countries where the university deems it advantageous. However, as a general rule, foreign patents are not pursued by the university. Rather, a licensee (a third party with permission to use university technology) is given this option in the university's standard license agreement.

Foreign patents may differ from U.S. patents. For example, in the United States, you may file for a patent on an invention up to one year after publishing or selling the invention. In most foreign countries, you cannot get a patent if the invention has been disclosed anywhere in the world before filing a patent application in that particular country. Therefore, if an invention is disclosed anywhere before the date of filing in the United States, patent protection is not available in foreign countries.

In addition, if an invention is important to U.S. security, has military value, or relates to sensitive technologies, the U.S. government will not allow foreign patent applications to be filed.

What is the relationship between patents and publications?

United States patent law permits an inventor to obtain a patent if a patent application is filed within one year of the date of the first publication that disclosed the invention. In order to obtain a patent, the inventor must fully disclose the invention. Thus, in some ways, the act of patenting ensures publication. If a faculty member or researcher starts the patent filing process at the same time that he or she submits a

patent application.

It is particularly important to remember that a patent application must be filed within one year from the date of first disclosure in a "printed publication." As defined by patent law, "printed" can mean printed, typed, or handwritten, and "published" simply means made available to the public, including oral presentations. "Public" means any one who is not a co-inventor, a trusted witness, or an MSU employee. The disclosure of an invention to the public more than one year before application for patent is made will be considered a bar to the issuing of a patent.

When should a patent application be filed?

A patent application can be filed upon conception, before the invention has been made in the laboratory, or even before preliminary or exploratory laboratory work has been done. It must be filed before the one year anniversary of the invention's public disclosure. The Office of Intellectual Property will work with you and the patent attorney to determine the appropriate filing time for the invention.

In which patent category will my invention be placed?

The U.S. government grants the following three types of patents.

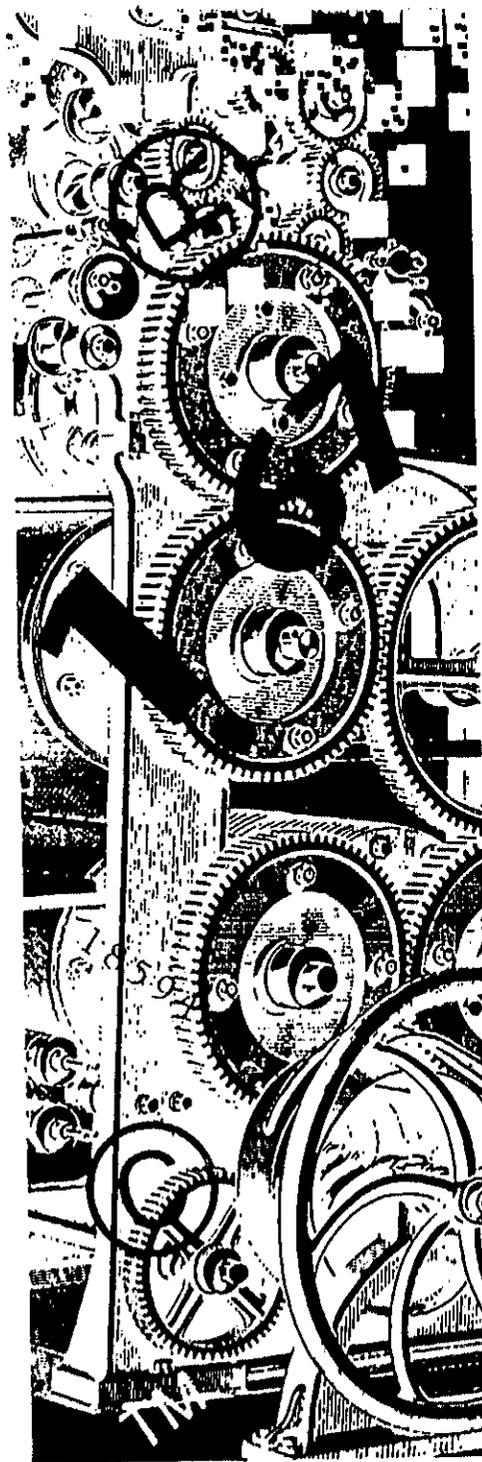
Utility Patents. Utility patents are granted for any new or useful process (how to do something), machine, article of manufacture, or composition of matter or any new and useful improvement thereof. This is the most common type of patent, and the one that will almost certainly be applicable to your invention. Some examples of utility patents are new instruments, tools, accessories, new uses or methods of producing compounds, and transgenic animals and plants.

Design Patents. Design patents are concerned with the appearance of an article of manufacture. They are granted for any new, original, and ornamental design, such as toys, furniture, and containers.

Plant Patents. Plant patents are granted for any distinct and new variety of plant that the inventor has produced asexually, such as flowering plants and fruit trees.

Who writes and files the patent application?

A patent attorney selected by Michigan State University writes and files the patent application. The application is sent by the attorney to the U.S. Patent and Trademark Office (PTO). Upon receipt, the PTO assigns a serial number and records the date of receipt. This process is referred to as "filing" a patent.



Inventorship



Office of Intellectual Property
A Division of the Office of
the Vice President for Research
and Graduate Studies

MICHIGAN STATE
UNIVERSITY

If I worked on an invention, but did not contribute intellectually, am I a co-inventor?

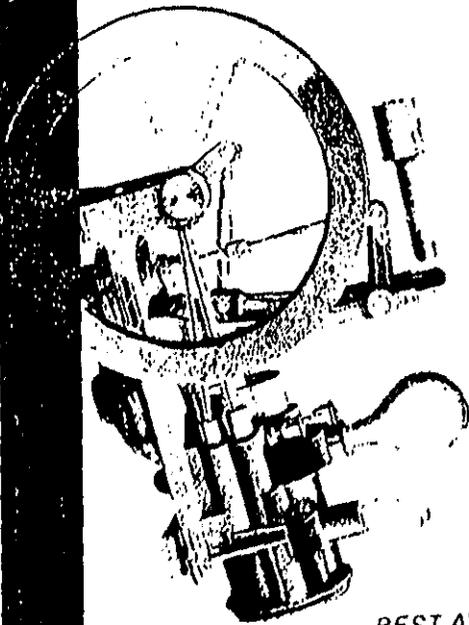
No. If you work on an invention but do not contribute intellectually, you are considered a worker. A worker is a person who follows the instructions of the inventor as to designated work dealing with the invention itself.

Chris did not contribute intellectually to the invention, he just assisted in the research effort. Fran also wanted to be listed as an inventor because of the monetary contribution. Fran cannot be an inventor. If a publication or presentation results from the invention or the research leading to the invention, all contributors can be named as co-authors.

Can the workers share in the royalties?

Yes, if the inventor wishes it. The final decision on distribution of the inventor's share of the royalties is in the hands of the inventor. If the inventor wants to share royalties with a worker, he or she may do so by writing to the Office of Intellectual Property.

If Joe and Pat want to share the royalties with Chris and/or Fran they may do so, but they do not have to. This decision should be made before the invention is licensed and royalty payments are made to the university.



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laboratory model provided by Joe and Pat

The university is telling Joe the invention is worth millions and it will patent the invention. Joe's university has a patent policy similar to Michigan State University's (see last page of "Handling Your Invention"). Fran, Joe, Pat, and Chris want to know who is or who are the inventor(s) and who receives the millions.

This example will be used throughout this booklet to illustrate the questions presented.

Who is an inventor?

The word inventor is defined under the law as one who devises, contrives, and produces something not previously known or existing, by the exercise of independent investigation and experiment; particularly applied to machines, mechanical appliances, composition, and patentable inventions of every sort.

In the story, Joe and Pat are the inventors because they both contributed intellectually to the design, structure, and function of the machine.

What is an invention?

The word invention is defined as a device or process that is not only novel and useful but that reflects creative thinking, makes a distinct contribution to and advances science, is recognized by masters of science as such an advance, and reveals more than the skill of experts, artisans, or mechanics in discovering new and useful gadgets or processes of wide commercial application; i.e., the invention or discovery of a new or useful process, machine, manufacture, or composition of matter, or a new or useful improvement that is not obvious to those with expertise in the field.

In this case, the invention is the machine that produces electricity from gas. (See "Handling Your Invention" and "Protecting Your Invention.")

Am I an inventor?

For a person to be categorized as an inventor, that person must have either conceived something new or contributed intellectually to a new invention. The intellectual contribution to the invention must be substantive enough to have made a difference in the invention itself. If the contribution to the invention is only non-substantive, i.e., assistance, testing, laboratory work, or anything less than intellectual application, a person is to be considered only a worker or assistant; but if a person contributes intellectually, that person is an inventor or a co-inventor.

Both Joe and Pat are inventors, Joe is the lead inventor.

MATERIAL TRANSFER AGREEMENT

In consideration of the mutual covenants contained herein and with the intention of being legally bound under the laws of the State of Michigan, the parties agree as follows:

1. The parties to this Agreement are:

Michigan State University, 23B Administration Building, East Lansing, Michigan 48824 (hereinafter referred to as "MSU") and _____ (hereinafter referred to as "RECIPIENT").

2. The "Material" covered by this Agreement is defined as and includes the following _____ (hereinafter referred to as "MATERIAL") developed by _____.

3. RECIPIENT agrees that this MATERIAL will not be released to any person other than the signatories of this Agreement except co-workers working directly under a signatory's supervision who have agreed to abide by the terms and conditions of this Agreement. No one is permitted to take or send this MATERIAL to any other location, unless prior written permission is obtained from MSU; such permission will not be withheld unreasonably.

4. This Agreement and the resulting transfer of MATERIAL constitute a restricted license for RECIPIENT to use the MATERIAL solely for not-for-profit purposes. MATERIAL will not be used for any purpose inconsistent with this Agreement. Upon completion of the work for which this restricted license is granted, MATERIAL which has not been destroyed will be disposed of as explicitly directed by MSU. MSU retains title to the MATERIAL, and RECIPIENT shall not obtain any ownership rights in MATERIAL. MATERIAL is experimental in nature and it is provided WITHOUT WARRANTY OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. MSU makes no representation and provides no warrant that the use of the MATERIAL will not infringe any patent or proprietary rights of third parties.

5. RECIPIENT agrees that it will follow all applicable guidelines set forth by the National Institutes of Health (NIH) or other governmental agencies regarding the use of such MATERIAL.

An MTA is an agreement setting forth guidelines on how proprietary research material transferred between the recipient and the provider is to be used for research purposes. The agreements can vary, to some degree, depending on what the two parties negotiate. This brochure addresses MSU's specific agreement.

If a person at MSU is the recipient of material, an MTA still needs to be used. The provider of the material should send an MTA to be signed, which should be reviewed by OIP.

Why are MTAs used?

MTAs are used to transfer proprietary research material between recipients and providers. They define the terms and conditions under which the recipients may use the material, including its use in research to further technological developments. MTAs benefit the provider by keeping the material proprietary and benefit the recipient by reducing time needed to develop the material. Proprietary material can include both biological materials such as plants, gene constructs, and germplasm and non-biological material such as metals, fabrics, and composite materials.

Who uses MTAs (i.e., companies, universities)?

Commonly, MSU has MTAs with companies and/or other universities. MSU can act as either a recipient or a provider.

Who decides the terms and conditions of MTAs?

MSU has a standard agreement (shown at the end of this booklet), but it can be altered to meet various needs. Both the recipient and the provider must agree on the terms and conditions.

What if there are costs associated with preparing the material?

Terms added to the agreement should designate the recipient to pay the extra costs.

When does the agreement end?

The agreement terminates on the earliest of the following dates: (1) when the material becomes generally available from third parties, (2) upon completion of the recipient's current research with the material, (3) on thirty days written notice by either party to the other, or (4) on a date specified in the agreement. Paragraph 2 of MTA's MIA gives the terms on the end of the agreement.

LICENSING

Frederic H. Erbisch
Office of Intellectual Property
Michigan State University
East Lansing, MI 48824

License Agreement

Parties

Term

Technology

Obligations

Types of License Agreements

Exclusive

Non-exclusive

Know-how

Field restrictions

Geographic restrictions

Time restrictions

Parties

Names

Addresses

Abbreviations

Effective date of Agreement

Where as Clauses

Sets base for parties

Definitions

Base Terms
Capitalization

Grant of License

Type of License

Payment

Front end
Running royalties
Minimum royalties

Reports

Number

Type

When due

Diligence

Milestones

Termination

Term

Life of patent
Shorter term

Litigation

Responsibilities of each party

representation and provides no warranty that the use of the Licensed Patent Rights will not infringe any patent or proprietary rights of third parties. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The effective date of this Agreement is _____, 1999.

AGREED TO AND ACCEPTED:

Date of Signature

MICHIGAN STATE UNIVERSITY

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

Date of Signature

COMPANY NAME

By: _____

Name: _____

Title: _____

Product/Technology

Tree called the money tree

Produces green fruits

Fruit produces large amount of anti-oxidants

Anti-oxidants have great medical importance

Fruit good as food, high nutrition

Composted leaves make excellent fertilizer

Wood is furniture quality

Needs further development

Company

Has a number of successful products

Markets in a number of countries

Does not do in-house research

Has large cash reserves

Institution

First invention of any value

Licensing staff wants to license

Administration wants money from license

Researchers need additional support

Technology Transfer: Public to Private

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34

Objective: License technology under
best conditions for both
parties

(Be ready for a surprise as negotiations are going on)

DRAFT
LICENSE AGREEMENT

prepared by

Cairo Institution for Tree Development

This Agreement entered into this ____ day of April, 1999 by and between Cairo Institution for Tree Development, a not-for-profit corporation organized under the laws of Egypt, hereinafter referred to as "Licensor," having its principal office at Giza Egypt and Luxor Incorporated, a for-profit organization having its principal office located at Luxon Egypt, hereinafter referred to as "Licensee."

WHEREAS, Licensor is the owner of the right to commercially license and/or sell Cairo Institution for Tree Development, herein after called the Money Tree, developed at the Cairo Institution for Tree Development and has Plant Variety Protection Application filed covering the Money Tree and has the right to file corresponding foreign applications; and

WHEREAS, Licensee is desirous of producing and marketing the Money Tree; and

WHEREAS, Licensor is willing to grant a limited term Exclusive License to Licensee to produce and sell the Money Tree covered by such Plant Variety Protection Application.

NOW THEREFORE, the parties agree as follows:

(1) Licensor hereby grants a limited term Exclusive License to Licensee. This License provides Licensee with the exclusive Egyptian production and marketing rights for two (2) years. Licensee is also granted the right to

sublicense the Money Tree to others within Egypt.

(2) The term of the Exclusive License shall be limited to two (2) consecutive years following the date of this agreement, at which time the License shall terminate.

(3) In consideration for the License, Licensee shall pay to Licensor as an initial agreement fee the sum of twenty five thousand Egyptian Pounds (25,000) upon the signing of this Agreement and an earned royalty of fifteen percent (15%) of Licensee's sales of the Money Tree and any products derived therefrom, plus fifty five percent (55%) of its sublicensee's net sales of the Money Tree and any products derived therefrom.

In the event that the total earned royalties received by Licensor are less than thirty thousand Egyptian Pounds (30,000) for the annual period ending December, 2000 and 2001, Licensee shall make further minimum payments to make up the difference in each of the respective years.

(4) Licensee shall keep suitable records of operation hereunder and to furnish to Licensor, on the first day of each month, a report giving the amount of the Money Tree or products therefrom sold by Licensee during the month, and to accompany such report with a payment of the royalties accruing hereunder. Royalty checks shall be made payable to "Cairo Institution for Tree Development" and sent to the Licensing Office, 238 Administration Building, Cairo Institution for Tree Development, Giza, Egypt. To enable Licensor to verify the accuracy of such reports, Licensee agrees to permit Licensor's accountant to inspect its pertinent

records during reasonable business hours. Licensor shall also have the right during normal business hours to inspect the premises and fields where the Money Tree is grown or where it is utilized for purposes of verifying the royalties due.

(5) Licensor will pay the costs of obtaining a Certificate of Plant Variety Protection or Patent in any country so designated by Licensor.

(6) Licensor believes that the Money Tree is ready for use; however, it makes no representation in this regard. Licensor shall not have any responsibility to Licensee in the event the Money Tree does not grow or perform satisfactorily.

(7) Licensee agrees to hold Licensor harmless from any liability or expense in connection with its marketing of the Money Tree or any products therefrom.

(8) In the event that plant variety protection rights to the Money Tree or products therefrom are infringed by a third party, Licensee must sue for infringement and to recover and retain any and all damages after paying Licensor its royalties based upon the infringer's sales.

(9) Licensor may upon ten (10) days notice, at its option, terminate this Agreement by written notice to Licensee, if Licensee shall default in:

- (a) The payment of any royalties required to be paid by Licensee to Licensor hereunder, or
- (b) The making of any reports required hereunder, or
- (c) If such default shall continue for a period of thirty (30) days after Licensor shall have given to Licensee a written notice of such default.

(10) Licensee may terminate the License granted by this Agreement, provided Licensee shall not be in default hereunder, by giving Licensor two hundred and forty (240) days notice of its intention to do so. If such notice shall be given, then upon the expiration of such two hundred forty (240) days the termination shall become effective; but such termination shall not operate to relieve LICENSEE from its obligation to pay royalties or to satisfy any other obligations accrued hereunder prior to the date of such termination. Upon termination of this Agreement, all of the licensed rights shall automatically revert to Licensor.

(11) Licensor retains the right to freely distribute the Money Tree for research purposes.

(12) This Agreement is executed and delivered in Egypt and shall be construed in accordance with the laws of Egypt.

(13) This License shall be effective as of the date first appearing.

CAIRO INSTITUTION FOR
TREE DEVELOPMENT

LUXOR INCORPORATED

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Cairo Institution for Tree Development

You have just received a phone call from the Vice President of Research informing you of the following:

1. The President of the Institution has contacted him and said you and your team must licence the Money Tree. Reasons include: Publicity. Government questions and the President is getting impatient.
2. You must license the Money Tree -
 - A. The license term is not important.
 - B. The front-end payment should be as high as possible, it should exceed 25,000 Egyptian Pounds.
 - C. The license shouldn't cover more than North Africa.
 - D. Royalty rates should be at least 5% and should cover the tree and its products.
 - E. Continued Research support is very important, should get a minimum of 50,000 Egyptian Pounds/year.
3. Failure in reaching an agreement within the parameters set above could result in the closure of the License Office.
4. If you succeed you and your team will be rewarded with two extra days of vacation this year.

Luxor Incorporated:

You have just received a fax from headquarters informing you of the following:

1. Luxor Incorporated has just been taken over by Alexandria Incorporated from Alexandria Egypt.
2. You must get a license to the Money Tree - orders from the new owners.
 - A. The license must be for at least 15 years
 - B. The front-end payment must be as low as possible, it should not exceed 15.000 Egyptian Pounds.
 - C. The license must be exclusive for the world, sublicensing is not important.
 - D. Royalty rates should not exceed 5% and should only cover the tree, not its products.
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Product/Technology

Tree called the money tree

Produces green fruits

Fruit produces large amount of anti-oxidants

Anti-oxidants have great medical importance

Fruit good as food, high nutrition

Composted leaves make excellent fertilizer

Wood is furniture quality

Needs further development

Company

Has a number of successful products

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Does not do in-house research

Has large cash reserves

Institution

First invention of any value

Licensing staff wants to license

Administration wants money from license

Researchers need additional support

66

64

Technology Transfer: Public to Private

3
300

65

Objective: License technology under
best conditions for both
parties

(Be ready for a surprise as negotiations are going on)

ts3

DRAFT
LICENSE AGREEMENT

prepared by

Cairo Institution for Tree Development

This Agreement entered into this ____ day of April, 1999 by and between Cairo Institution for Tree Development, a not-for-profit corporation organized under the laws of Egypt, hereinafter referred to as "Licensor," having its principal office at Giza Egypt and Luxor Incorporated, a for-profit organization having its principal office located at Luxon Egypt, hereinafter referred to as "Licensee."

WHEREAS, Licensor is the owner of the right to commercially license and/or sell Cairo Institution for Tree Development, herein after called the Money Tree, developed at the Cairo Institution for Tree Development and has Plant Variety Protection Application filed covering the Money Tree and has the right to file corresponding foreign applications; and

WHEREAS, Licensee is desirous of producing and marketing the Money Tree; and

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(3) In consideration for the License, Licensee shall pay to Licensor as an initial agreement fee the sum of twenty five thousand Egyptian Pounds (25,000) upon the signing of this Agreement and an earned royalty of fifteen percent (15%) of Licensee's sales of the Money Tree and any products derived therefrom, plus fifty five percent (55%) of its sublicensee's net sales of the Money Tree and any products derived therefrom.

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CAIRO INSTITUTION FOR
TREE DEVELOPMENT

LUXOR INCORPORATED

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Cairo Institution for Tree Development

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 - D. Royalty rates should not exceed 5% and should only cover the tree. not its products.
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4. If you succeed you and your team will be rewarded with significant salary increases and bonuses.

Impact of IPR on Trade

**John H. Barton
Stanford Law School**

THE INTERNATIONAL SYSTEM

TERRITORIALITY OF PATENT => NEED TO FILE
EVERYWHERE

PARIS CONVENTION => PRIORITY DATE BASED ON
FIRST FILING

PCT => SIMPLIFICATION OF MULTIPLE FILING +
DELAYS

REGIONAL SYSTEMS

CENTRALIZATION OF SEARCHING

**INTERNATIONAL INTELLECTUAL
PROPERTY INSTITUTIONS**

TRADITIONAL

WIPO (1967; patents plus)

Paris Convention (last revised 1973) and others

UPOV (Plant Variety Protection)

PCT (1978)

NON-TRADITIONAL

WTO (1994; formerly GATT)

TRIPS (1994)

THE URUGUAY ROUND

ALL SUBJECT MATTER

PHARMACEUTICALS

GENES

PLANT/ANIMAL EXCEPTION

SUI GENERIS

DELAYS IN DUTY TO APPLY

TRADE & IPR

SECTION 301

GATT (WTO)

IMPORT RESTRICTIONS

INFRINGEMENT / SECTION 337

PRODUCT / PROCESS

REGIONALIZATION

HARMONIZATION OF STANDARDS

**PATENT
PVP**

INTEGRATION OF INSTITUTIONS

**FULL INTEGRATION
SPECIALIZATION
RECOGNITION**

ECONOMICAL EXPERTISE

**LICENSING
LITIGATION
POLICY POSITIONS**

Appendix E

Presentations Given by Dr. Marsha Stanton

- 1. Plant Variety Protection**
- 2. Plant Breeders' Right/UPOV**

Plant Variety Protection
Marsha Stanton
U.S. Department of Agriculture

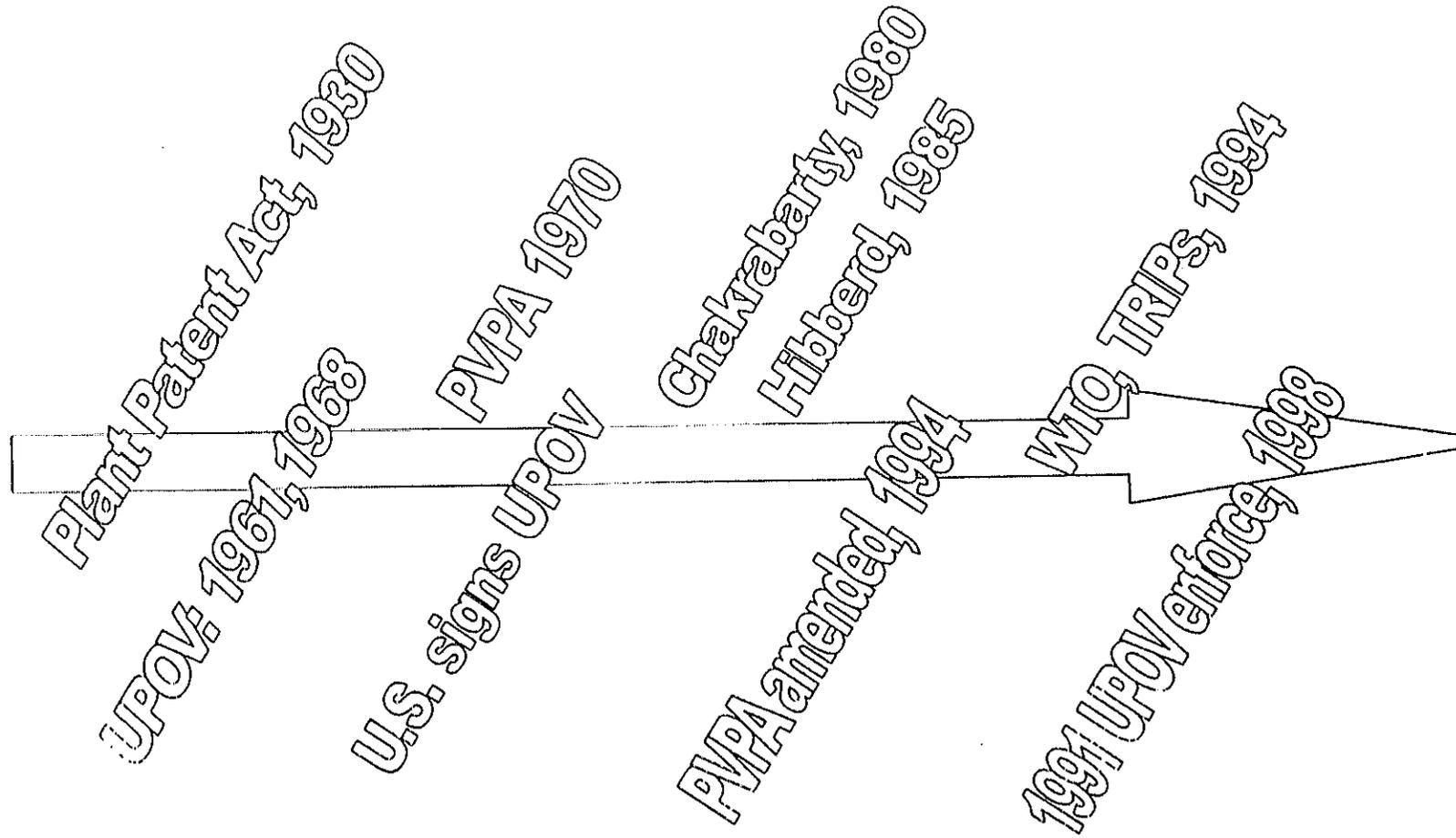
Plant Variety Protection

Past, Present, and Future

BEST AVAILABLE COPY

18

IPR for Plant Materials - U.S.



Intellectual Property Protection for Plant Materials



Dept. of
Commerce

Dept. of
Agriculture

Patent and
Trademark Office

Agricultural Marketing
Service

Plant Patents
(35 USC 161)

Utility Patents
(35 USC 101)

Plant Variety Protection Certificates
(7 USC 2312 et. seq.)

BEST AVAILABLE COPY

PVP Certificate Owner can Exclude Others from:

- **Selling or marketing the variety**
- **conditioning a variety for sale**
- **reproducing the variety**
- **importing or exporting the variety**
- **using the variety to produce a hybrid**

Exceptions to Owners' Rights

- **Research**
- **Breeding**
- **On farm use of saved seed**

Scope of protection

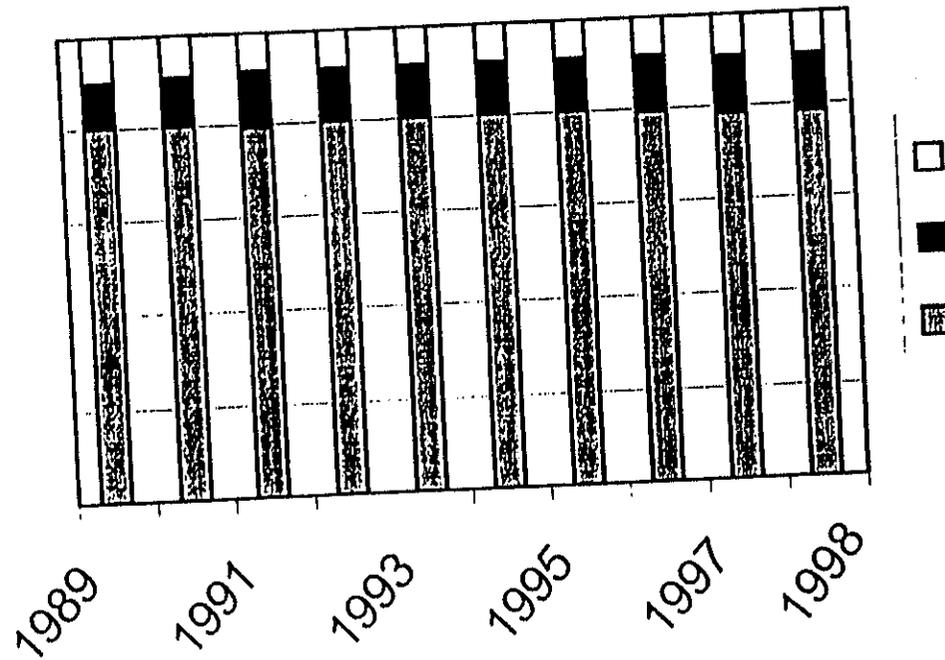
- **the variety**
- **an essentially derived variety**
- **harvested materials**

BEST AVAILABLE COPY

Essentially Derived Variety

- **is predominantly derived from another variety (the 'initial variety'), while retaining the expression of the essential characteristics that result from the genotype or combination of genotypes of the initial variety;**
- **is clearly distinguishable from the initial variety**

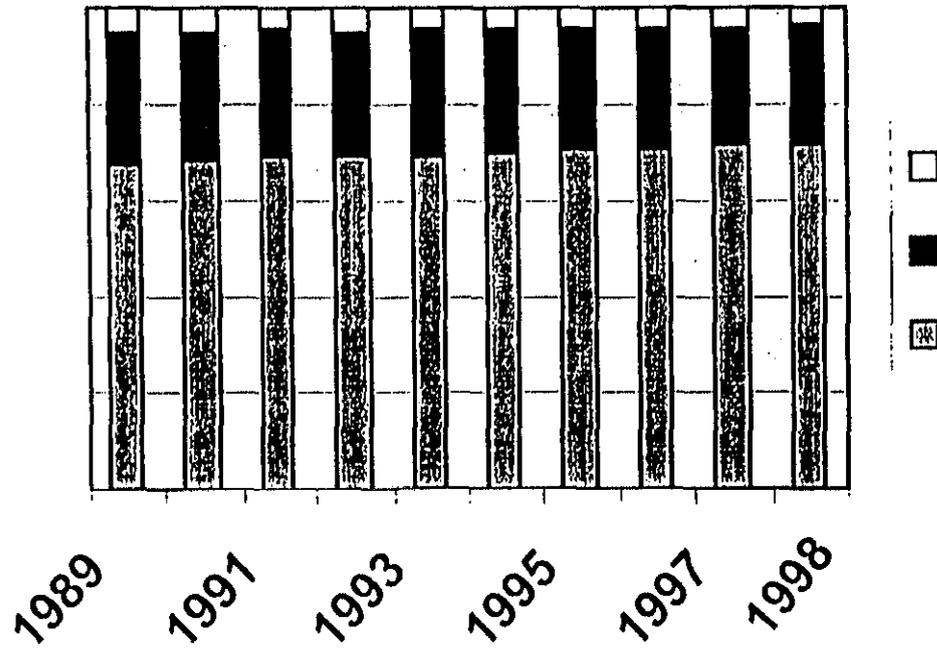
Source: Applications Received



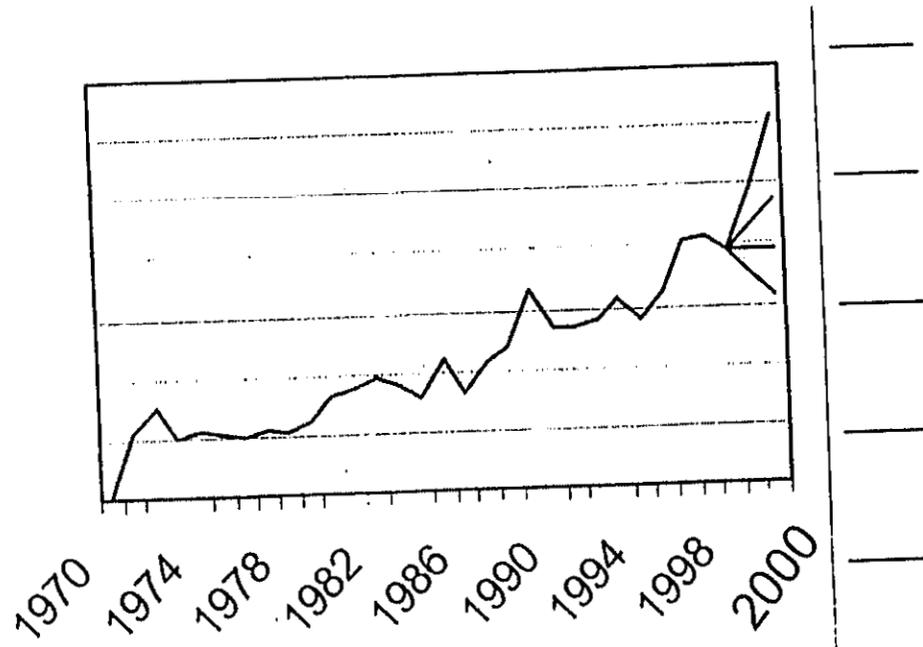
Methods - Essentially Derived Variety

- **selection of a:**
 - **natural or induced mutant**
 - **somaclonal variant,**
 - **variant individual from plants of the initial variety**
- **backcrossing**
- **transformation by genetic engineering**
- **other method**

Crop Type



PVP Projected Growth



Plant Breeding Trends

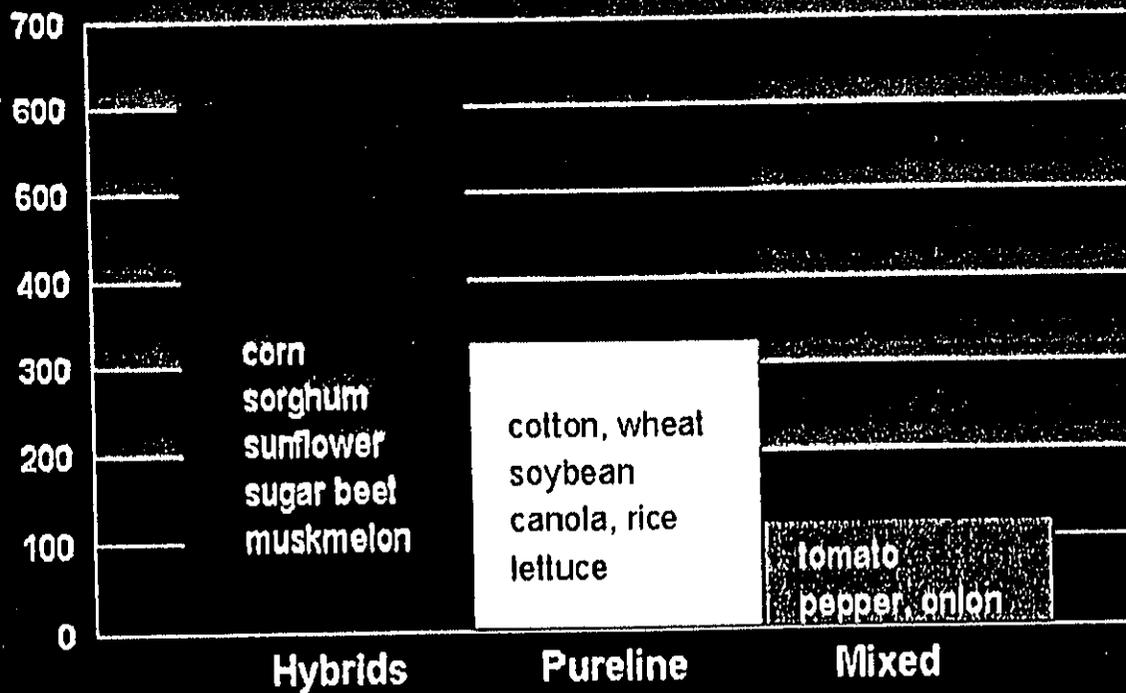


	Private	Public
Science Years	1499	742
Change 90-94	160	-12.5
Investment \$ M	338	213

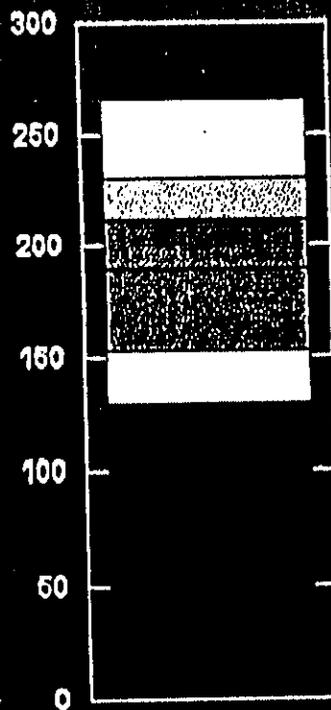
From: Frey, K. J. National Plant Breeding Study. Special Report 98, Iowa Agriculture and Home Economics Exp. Station

Plant Breeding Trends

Science Years



Utility Patents - Multicellular Plants



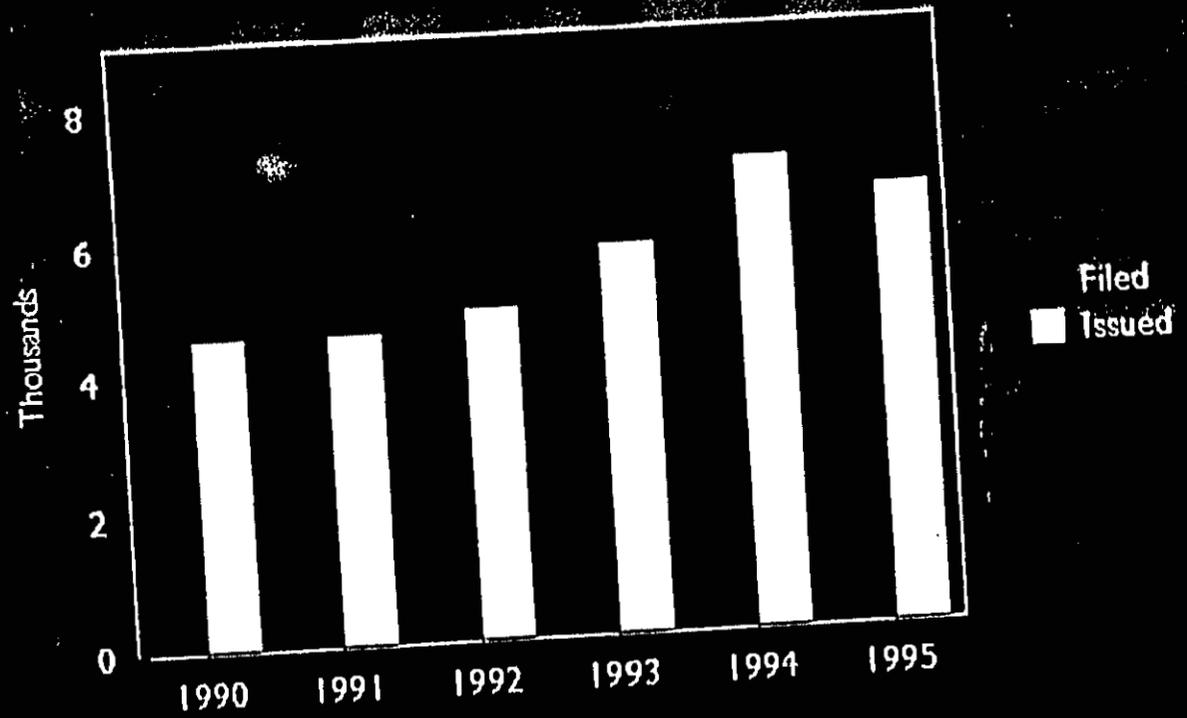
- Vegetables
- ▨ Other Oilseed Crops
- ▩ Other Grains
- ▧ Soybean
- Tobacco
- Corn



- Plant or plant part
- Recombinant plant
- ▨ Somatic cell fusion-derived plant
- ▩ Mutant
- ▧ grafted

through June 17, 1997

Plant Breeders' Rights UPOV Statistics



TYPES OF AGREEMENTS

Frederic H. Erbisch
Office of Intellectual Property
Michigan State University
East Lansing, Michigan 48824

What is an Agreement?

Step 1:

Institutional policies necessary
Guidance
Direction

Examples

Publication
Intellectual property ownership

Step 2.

National and International Law and Policies

Research Agreements

Research area

Budget/Payment

Rights to intellectual properties

Publication parameters

Parties

Deliverables

Confidential Disclosure Agreements

Parties

Obligations/Restrictions

Term

Exceptions

Area

Penalties

Material Transfer Agreements

Parties

Obligations/Restrictions

Term

Commercialization



Inter-institutional Agreements

Parties

Intellectual property ownership

Costs

Attorney selection

Licensing lead

Royalty distribution

Option to License Agreements

Parties

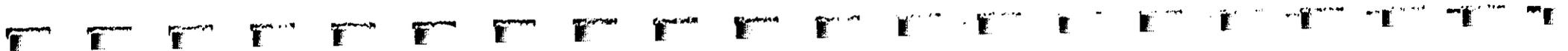
Term (short)

Obligations

Technology

Commercialization

License terms



License Agreements

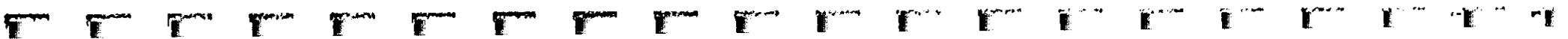
Parties

Term (long)

Obligations

Technology

(More detail to follow)



**RESEARCH AGREEMENT
BETWEEN
MICHIGAN STATE UNIVERSITY
AND
(SPONSOR)**

THIS AGREEMENT effective this ?? day of ??, 1999, by and between ??, having its principal place of business at ??, (hereinafter referred to as "Sponsor") and Michigan State University, having its principal place of business at East Lansing, Michigan, 48824, a non-profit educational institution of the State of Michigan (hereinafter referred to as "University").

WITNESSETH:

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through inventions, improvements, and/or discoveries;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

Article 1 - Definitions

As used herein, the following terms shall have the following meanings:

1. "Project" shall mean the description of the project as described in Appendix A hereof, under the direction of Dr. ?? who is the Principal Investigator.
2. "Contract Period" is ??, 199? through ??, 199?.
3. "University Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made (i) by one or more employees of University, or (ii) jointly by one or more employees of University and by one or more employees of Sponsor in performance of Project.

Article 2 - Research Work

1. University shall commence the performance of Project promptly after the effective date of this Agreement, and shall use reasonable efforts to perform such Project substantially in accordance with the terms and conditions of this Agreement. Anything in this Agreement to the contrary notwithstanding, Sponsor and University may at any time amend Project by mutual written agreement.
2. In the event that the Principal Investigator becomes unable or unwilling to continue Project, and a mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate said Project.

Article 3 - Reports and Conferences

1. Written Project reports shall be provided by University to Sponsor every ?? months, and a final report shall be submitted by University within ?? (??) days of the conclusion of the Contract Period, or early termination of this Agreement.
2. During the term of this Agreement representatives of University will meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Project to be performed hereunder.

Article 4 - Costs, Billings, and Other Support

1. It is agreed to and understood by the parties hereto that, subject to Article 2, total costs to Sponsor hereunder shall not exceed the sum of ?? Dollars (\$??,000). Payment shall be made to University by Sponsor quarterly at the beginning of each quarter. Any funds in excess of Project expenses will be returned to the Sponsor after the expiration of the Contract Period.
2. The money paid by Sponsor to University shall be expended for the Project in a manner to be determined by University for salaries, wages, travel, equipment, supplies, overhead, etc., as may be reasonably necessary to carry out said Project. University can provide Sponsor an accounting of funds spent during or at the conclusion of the Project if such an accounting is requested in writing within fifteen (15) days of the signing of this Agreement by both parties.
3. Sponsor shall loan/donate the following equipment to University under the following conditions:
4. University shall retain title to any equipment and supplies purchased with funds provided by Sponsor under this Agreement.
5. Anything herein to the contrary notwithstanding, in the event of early termination of this Agreement by Sponsor pursuant to Article 10 hereof, Sponsor shall pay all costs accrued by University as of the date of termination, including non-cancelable obligations, which shall include all non-cancelable contracts and fellowships or postdoctoral associate appointments called for in Appendix A, incurred prior to the effective date of termination. After termination, any obligation of Sponsor for fellowships or postdoctoral associates shall end no later than the end of University's academic year following termination.

Article 5 - Publicity

Sponsor will not use the name of University, nor of any member of University's Project staff, or other employees, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity without the prior written approval of an authorized representative of Sponsor. However, this provision will not apply when either party wishes to give credit to the other party when presenting a paper at a conference or seminar for non-commercial purposes, unless the party being given credit requests otherwise in writing.

Article 6 - Publications

Sponsor recognizes that under University policy, the results of Project must be publishable and agrees that Project personnel shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of Project, provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation at least two (2) months in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have one (1) month, after receipt of said copies, to object to such proposed presentation or proposed publication because there is patentable subject matter which needs protection, or the presentation or publication contains confidential information provided to University under Article 9. In the event that Sponsor makes such objection, said Project person or personnel shall refrain from making such publication or presentation for a maximum of six (6) months from date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation. If Sponsor's confidential information is contained in the presentation or publication University may proceed after removing the confidential information.

Article 7 - Intellectual Property

1. All rights and title to University Intellectual Property developed under Project shall belong to University and shall be subject to the terms and conditions of this Agreement.
2. Rights to inventions, improvements and/or discoveries, whether or not patentable or copyrightable, relating to Project made solely by employees of Sponsor shall belong to Sponsor. Such inventions, improvements, and/or discoveries shall not be subject to the terms and conditions of this Agreement.
3. Rights to inventions, improvements, and/or discoveries, whether or not patentable or copyrightable, relating to the Project made jointly by one or more University employees and one or more Sponsor employees, or which are made solely by employees of Sponsor utilizing University facilities, shall belong to Sponsor and University jointly (hereafter referred to as "Joint Invention"). Both parties have the right to make, have made, reproduce, use, sell and license, and offer to sell and license, Joint Inventions, provided both parties share any and all costs to develop and protect the Joint Invention, e.g., patent.
4. University will promptly notify Sponsor of any University Intellectual Property conceived and/or made during the Contract Period under Project. If Sponsor directs that a patent application or application for other intellectual property protection be filed, University shall promptly prepare, file, and prosecute such U.S. and foreign application in University's name. Sponsor shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U.S. and foreign application(s) directed to said University Intellectual Property. Sponsor shall cooperate with University to assure that such application(s) will cover, to the best of Sponsor's knowledge, all items of commercial interest and importance. While University shall be responsible for making decisions regarding scope and content of

application(s) to be filed and prosecution thereof. Sponsor shall be given an opportunity to review and provide input thereto. University shall keep Sponsor advised as to all developments with respect to such application(s) and shall promptly supply to Sponsor copies of all papers received and filed in connection with the prosecution thereof in sufficient time for Sponsor to comment thereon.

5. If Sponsor elects not to exercise its option or decides to discontinue the financial support of the prosecution or maintenance of the protection, University shall be free to file or continue prosecution or maintain any such application(s), and to maintain any protection issuing thereon in the U.S. and in any foreign country at University's sole expense. Such patent applications described in this Section 5 of Article 7 and any patents derived therefrom shall not be subject to the terms of this Agreement.

Article 8 - Grant of Rights

1. In return for the support of the Project, University hereby grants to Sponsor an option and right of first refusal to obtain an exclusive, world-wide, royalty-bearing patent license under all patent rights resulting from research performed under the Project. Such patent rights include all pending and issued patents and any continuation, continuation-in-part, divisional and reissue applications and reissue patents thereof. This option shall be for one (1) year from the termination of this Agreement.
2. University hereby grants Sponsor a non-exclusive, royalty-free right and license to use for Sponsor's internal non-commercial research and development activities all unpublished data, know-how, materials and unpatented inventions or discoveries arising as a result of research developed by University under the Project, reserving a right to University to use such subject matter for any non-commercial uses.
3. Should University and Sponsor be unable to agree on the terms of such exclusive license and should University within one (1) year from a breakdown of good faith negotiations between Sponsor and University for such exclusive license establish more favorable terms for such exclusive license with some other bona fide third party, Sponsor will have the first right to an exclusive license under the more favorable terms.
4. In the event Sponsor has no interest in maintaining an exclusive license as set forth in this Article 8, for a discovery or improvement resulting from the research performed under this Agreement, Sponsor shall have the option of retaining a non-exclusive, world-wide license to any patentable discovery, invention, or improvement under this Agreement on reasonable terms, and, in any event at royalty rates no less favorable than those granted by University to any third party licensee for equivalent rights.
5. Upon receiving notice that University has no interest in filing a patent application or continuing the prosecution of any pending applications, Sponsor may at its option pay all expenses required to file for patents or continue the prosecution of any pending applications. University shall assist Sponsor at Sponsor's expense (including assigning such inventions, patent applications or patents to Sponsor) in filing, obtaining and maintaining such patents. All such patents that are obtained by Sponsor at its expense under this Article 8 shall be the property of Sponsor, reserving a right to University to use such Intellectual Property for any

non-commercial purposes

6. This Agreement shall not be construed to grant Sponsor or University any license or other rights except as contained herein.

Article 9 - Confidential Information and Disclosure

Except as for the right of publication set forth herein, initial disclosures to Sponsor of research performed hereunder shall be on a confidential basis. In no event shall Sponsor be obligated to maintain such information confidential for more than three (3) years from the date of disclosure to Sponsor or one (1) year from the termination of the research performed under this Agreement or any extension thereof, whichever time period is shorter. If Sponsor discloses its Confidential Information to University, University shall maintain such information confidential for three (3) years from the date of disclosure to University or one (1) year from the termination of the research performed under this Agreement or any extension thereof, whichever time period is shorter. Information provided by Sponsor shall be deemed confidential if it is marked confidential or stated in writing to be confidential. If Sponsor orally discloses Confidential Information to University Sponsor shall reduce the disclosure to writing within thirty (30) days and mark it confidential. The above obligations of confidentiality, with regard to both University's and Sponsor's obligations, shall not apply to:

1. information which is provably in the possession of the recipient prior to receipt hereunder;
2. information which is now or later becomes generally available to the public without breach hereof;
3. information received from a third party having the right to disclose such information without restriction; or
4. information which the disclosing party gives written permission to publish or use; or
5. information which is required to be released by law or a court order.

Article 10 - Term and Termination

1. This Agreement shall become effective upon the date first hereinabove written and shall continue in effect for the full duration of the Contract Period unless sooner terminated in accordance with the provisions of this Article. The parties hereto may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which the parties reduce to writing and sign. Either party may terminate this agreement upon ninety (90) days prior written notice to the other.
2. In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.
3. Upon the giving, or receiving, of the notice of termination, both parties will make all reasonable efforts to end expenditures under this Agreement during the notice period. Upon

the end of the notice period University, upon billing, will be reimbursed by the Sponsor in accordance with Article 4. If the Sponsor has provided Project funds in excess of University's expenditures and non-cancelable commitments, such excess shall be returned to the Sponsor.

4. Subject to Article 8, termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect the Sponsor's rights and duties under Article 7 hereof, or release the parties hereto from their rights and obligations under Articles 4, 5, 6, 7, 8, 9 and 11.

Article 11 - Independent Contractor

In the performance of all services hereunder University shall be deemed to be and shall be an independent contractor and, as such, University shall not be entitled to any benefits applicable to employees of Sponsor. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Article 12 - Insurance

University warrants and represents that University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by University, and University has no liability insurance policy as such that can extend protection to any other person.

Article 13 Liability

Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

Article 14 - Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan

Article 15 - Assignment

1. This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.
2. This Agreement is assignable to any division of Sponsor, any majority stockholder of Sponsor, and/or any subsidiary of Sponsor in which fifty percent (50%) of the outstanding stock is owned by Sponsor.

Article 16 - Agreement Modification

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article 17 - Notices

1. If to Sponsor:

SPONSOR
INDIVIDUAL OR OFFICE
ADDRESS
CITY, STATE ZIP CODE

2. If to University:

Contract and financial matters:

Michigan State University
Office of Contract and Grant Administration
Non-Government/Industrial/State of Michigan/Local Government/Foundations Section
301 Administration Building
East Lansing, MI 48824

Technical matters:

PRINCIPAL INVESTIGATOR
TITLE
DEPARTMENT or COLLEGE
BUILDING ADDRESS
Michigan State University
East Lansing, MI 48824

3. Notices, invoices, communications, and payments hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate by their duly authorized representatives as of the day and year first above written.

(SPONSOR)

By:
Title:

MICHIGAN STATE UNIVERSITY

By:
Title:

MICHIGAN STATE UNIVERSITY

Uniform Research Agreement

This Agreement is entered into as of _____, 19____, between The Board of Trustees of Michigan State University, which has a principal address in East Lansing, MI. 48824 (hereinafter referred to as the University) and _____ (company name) _____ (company address) _____ (hereinafter referred to as the Company):

WHEREAS, the University has personnel and facilities for carrying out the Project described in Exhibit A; and

WHEREAS the Company is desirous of engaging the said personnel and facilities for carrying out the Project:

NOW, THEREFORE, in consideration of the premises and the covenants and agreements of the parties as hereinafter set forth, the parties have agreed and do hereby agree with each other to the following:

1. The University hereby agrees to carry out the Project in the manner and with the personnel and facilities set forth therein.
2. The Company hereby agrees to pay to the University the sum of ___ (Amount to be entered in text and numbers) ___ Dollars, payable on a quarterly basis at the beginning of each quarter, with the first payment due upon execution of this Agreement.
3. It is mutually understood and agreed that:
 - (a) This Agreement may be terminated by either party upon giving at least a thirty (30) day notice to that effect to the other party. A reasonable adjustment will be made between the parties to ensure the University is reimbursed for Project costs incurred to the date of termination of this Agreement. Any funds paid by the Company to the University in excess of Project costs will be returned to the Company.
 - (b) Unless otherwise clearly provided in Exhibit A, the University shall have the unrestricted right of publication with reference to its activities and findings in connection with the Project.
 - (c) Upon the completion of the Project, or upon the termination of this Agreement, the University shall submit a written report to the Company informing the Company of the Project activities and findings. The Company shall have the right to be advised at all times as to the progress being made in carrying out the Project.
 - (d) Patent rights arising as a result of the activities by University personnel during the conduct of the Project are the property of the University.
4. The period of performance of this Agreement shall be from _____ to and including _____.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate, by their officers, thereunto duly authorized to sign on behalf of their party.

Michigan State University

By _____

Name, title and date

Company

By _____

Name, title and date



CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement, effective as of _____, 1999, is entered into by _____ (Company) and MICHIGAN STATE UNIVERSITY (University) for the purpose of protecting the patent, trade secret and other proprietary rights of University and Company in the following subject matter, which it may be mutually beneficial to disclose to each other for evaluation:

The parties agree as follows:

1. Neither party will directly or indirectly divulge to unauthorized persons any information received from the other party which relates to the subject matter of this Agreement, except as otherwise required by law. Information to be subject to this Agreement shall be disclosed in writing or, if it is verbally or electronically disclosed as confidential at the time of disclosure, its confidentiality shall be confirmed in writing within twenty (20) days of disclosure by the party making the disclosure.
2. Each party as recipient of such proprietary information from the other party will disclose such information only to its employees or agents for the purpose of evaluation, and any employees or agents to whom such information is disclosed shall be informed of the proprietary nature of the disclosure and of this Agreement and shall agree to hold such information in confidence and be bound by this Agreement in the same manner that each party is bound.
3. Neither party will use such information received from the other party for any purpose except evaluation, testing, research, and related activities and will not disclose such information to anyone except its employees or agents unless prior written consent is obtained from the party providing such information or as required by law.
4. This Agreement shall be binding on both parties for a term of five (5) years from the effective date set forth above, except under the following conditions:
 - (a) If a party can show that such information was in its possession at the time of the disclosure; or
 - (b) If the information disclosed by one party to this Agreement is or becomes publicly known during the term of this Agreement otherwise than through a breach of that party's obligations under this Agreement; or
 - (c) If the party later receives such information from a third party as a matter of right; or
 - (d) If such information is developed by one party independently of any disclosures made under this Agreement, as evidenced by that party's written records.

To evidence their agreement to the foregoing, the parties have through duly authorized representatives executed this Agreement.

MICHIGAN STATE UNIVERSITY

COMPANY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MICHIGAN STATE

MATERIAL TRANSFER AGREEMENT

In consideration of the mutual covenants contained herein and with the intention of being legally bound under the laws of the State of Michigan, the parties agree as follows:

1. The parties to this Agreement are:

Michigan State University, 238 Administration Building, East Lansing, Michigan 48824 (hereinafter referred to as "MSU") and _____ (hereinafter referred to as "RECIPIENT").

2. The "Material" covered by this Agreement is defined as and includes the following:
_____ (hereinafter referred to as "MATERIAL") developed by
_____.

3. RECIPIENT agrees that this MATERIAL will not be released to any person other than the signatories of this Agreement except co-workers working directly under a signatory's supervision who have agreed to abide by the terms and conditions of this Agreement. No one is permitted to take or send this MATERIAL to any other location, unless prior written permission is obtained from MSU; such permission will not be withheld unreasonably.

4. This Agreement and the resulting transfer of MATERIAL constitute a restricted license for RECIPIENT to use the MATERIAL solely for not-for-profit purposes. MATERIAL will not be used for any purpose inconsistent with this Agreement. Upon completion of the work for which this restricted license is granted, MATERIAL which has not been destroyed will be disposed of as explicitly directed by MSU. MSU retains title to the MATERIAL, and RECIPIENT shall not obtain any ownership rights in MATERIAL. MATERIAL is experimental in nature and it is provided WITHOUT WARRANTY OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. MSU makes no representation and provides no warrant that the use of the MATERIAL will not infringe any patent or proprietary rights of third parties.

5. RECIPIENT agrees that it will follow all applicable guidelines set forth by the National Institutes of Health (NIH) or other governmental agencies regarding the use of such MATERIAL.

6. The RECIPIENT shall be responsible for any and all import/export requirements and regulations for the receipt of such MATERIAL.
7. If the RECIPIENT intends to use such MATERIAL to determine if a commercializable system can be developed as a result of the RECIPIENT having received this MATERIAL, the RECIPIENT agrees to negotiate in good faith prior to marketing of such products compensation to be paid by the RECIPIENT to MSU. Such compensation may include royalties on the gross sales value of world-wide sales of such products derived from the MATERIAL.
8. RECIPIENT hereby agrees, upon the request of MSU, to provide MSU with a report of observations related to the MATERIAL by providing MSU with a report describing the results of such research using the MATERIAL. To the extent that it is able, RECIPIENT will acknowledge MSU's contribution.
9. RECIPIENT hereby grants MSU a nonexclusive, royalty-free right to use for its internal research purposes any information or new material developed by RECIPIENT using the MSU MATERIAL. MSU agrees not to publish results involving RECIPIENT'S data without citing its source and giving credit of authorship/creatorship to RECIPIENT, provided that is desired by RECIPIENT.
10. This Agreement will terminate on the earliest of the following dates: (1) when the MATERIAL becomes generally available from third parties, for example, through reagent catalogs, (2) on completion of RECIPIENT'S current research with the MATERIAL, (3) on thirty (30) days written notice by either party to the other, or (4) on _____, 1999.

MICHIGAN STATE UNIVERSITY

RECIPIENT

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MSU:4/99

COLLABORATIVE AGREEMENT
AMONG
MICHIGAN STATE UNIVERSITY
and
UNIVERSITY
and
UNIVERSITY

THIS AGREEMENT is made and entered into this ___ day of ____, 1999 by and among ___ UNIVERSITY, an institution of higher education (hereinafter ___), a non-profit corporation duly organized and existing under the laws of the State of ____, ___ UNIVERSITY, an institution of higher education (hereinafter ___), a non-profit corporation duly organized and existing under the laws of the State of ____, and MICHIGAN STATE UNIVERSITY, an institution of higher education (hereinafter MSU), a constitutional corporation duly organized and existing under the laws of the State of Michigan.

WITNESSETH

WHEREAS, inventors at MSU, ___ and ___ are collaborating and continue to collaborate on research pertaining to ___ and,

WHEREAS, certain intellectual property including patents and patent applications may be derived from this collaborative research effort; and

WHEREAS, the inventors agreed at the onset of the research that the Joint Project (as hereinafter defined in Section 1.1) would be a joint effort and that the intellectual property or any other benefits that might be derived from the collaboration would be commonly owned by the inventors and their respective institutions; and

WHEREAS, MSU, ___ and ___ wish to provide for the handling and division of the patenting costs and the monies received from any option to license or license under said patent rights.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and of other good and valuable consideration of the terms and conditions set forth below, the parties agree as follows:

- 1.1 "Joint Project" means a collaborative research program between MSU, ___ and ___, involving inventors ___ and such other inventors who have or may participate in this project supported by the U.S. ___ under contract number ___ titled, "___ ("___ Contract").
- 1.2 "Intellectual Property" means patents, copyrights, and trademarks and any other forms of intellectual property created under the Joint Program that are protectable under U.S. laws.
- 1.3 "Joint Ownership" means two or more of the parties have employees that are co-inventors, as defined under U.S. law, to Intellectual Property.

SECTION II -- PROPRIETARY RIGHTS

- 2.1 Title to Intellectual Property will be with originating institution unless there is Joint Ownership, subject to the rights, if any, of the Federal Government.
- 2.2 a. MSU will be responsible for the patenting and licensing of Intellectual Property with Joint Ownership. There will be joint assignment to Intellectual Property with Joint Ownership to the contributing parties.
- b. Intellectual Property created solely by one Institution will be owned and controlled by that Institution. Controlled means that Institution

will be in control of all decisions concerning patenting and licensing, and said Institution will retain all royalties resulting from licensing.

c. In all instances, counsel chosen to prosecute the patent application shall be made aware of the nature of the Joint Project and shall be charged with determining inventorship in accordance with law, after soliciting facts, if any, from each institution.

2.3 a. Licensing of jointly developed inventions shall only be by mutual agreement. MSU shall take the lead in identifying potential licensees and negotiating license agreement(s) following consultation with _____ and/or _____.

b. Inventions developed by individual institutions under sponsorship of the Joint Project shall be available to the other two institutions through a non-exclusive, royalty-free license to use such inventions for internal, non-commercial research purposes.

2.4 Other institutions or parties may be added to the Joint Project via a subcontract or some other mechanism for the purpose of facilitating the research. MSU, _____ and _____ will remain the primary parties for the determination of patenting and intellectual property ownership and the other institutions or parties which may be added to the Joint Project shall be secondary in the decision-making process pertaining to proprietary rights.

SECTION III -- EXPENSES

3.1 U.S. and foreign patent applications for Joint Ownership inventions shall be filed, prosecuted and enforced as mutually agreed upon between MSU, _____ and _____, and the parties will share the expenses thereof as provided in Section 3.2 hereof.

3.2 Unless agreed otherwise, all patent costs and legal fees incurred after _____, 1999 will be shared equally by the institutions contributing to an invention, except that if any party objects to the filing or continued prosecution of an application or enforcement of a patent in a particular country, the other party may proceed at its own expense. If any party proceeds on its own, the party declining to proceed shall have no rights or interests in any patent rights for said country(ies) in which it declines to proceed.

SECTION IV -- INCOME

4.1 For Joint Ownership inventions MSU, _____ and _____ agree to share equally all income received from the licensing and commercialization of the intellectual property or any other technology that might result from the present and future collaboration on the Joint Project. In the event gross royalties do not cover the accrued legal costs expended by any party with respect to jointly developed inventions, no party shall be held responsible for reimbursing the other.

SECTION V -- ASSIGNABILITY

5.1 None of the parties shall assign or transfer any of the rights under this Agreement without the prior written approval of the other parties which approval shall not be unreasonably withheld.

SECTION VI -- FUTURE ISSUES

6.1 If any disagreements arise, the parties will use best efforts to negotiate to resolve all differences. The collaboration of MSU, _____ and _____ scientists is paramount.

6.2 This Agreement shall terminate with the expiration of the last to expire patent developed under this Joint Project, or on abandonment of all

patent applications developed under this Joint Project, provided such abandonment is by mutual consent.

SECTION VII -- MISCELLANEOUS

- 7.1 This Agreement shall be construed in accordance with the laws of the State of Michigan, except its conflict of laws provisions.
- 7.2 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges all prior discussions between them.
- 7.3 This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be the original without the production of others.

The parties have caused this Agreement to be signed in triplicate by their duly authorized representatives entered into the day and year first above written.

MICHIGAN STATE UNIVERSITY

By: _____
 Title: _____
 Date: _____

_____ UNIVERSITY

By: _____
 Title: _____
 Date: _____

_____ UNIVERSITY

By: _____
 Title: _____
 Date: _____

OPTION AGREEMENT

Grantor: Michigan State University

Grantor's Address: Director, Office of Intellectual Property
Michigan State University
238 John A. Hannah Administration Building
East Lansing, Michigan 48824-1046

Grantee: Company Name

Grantee's Address:

Optioned Rights: U.S. Patent or MSU I.D. Number YYYYYY titled
"AAAAAAAAAAAAAAAAAAAA"; Inventor(s): RRRRRRRR

Term: Effective Date: JJJJJJJJ 1, 1999
Expiration Date: JJJJJJJJ 30, 1999

Option Price: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, (yyyyyyyyy)

1. Grant of Option. In consideration of payment of the Option Price by the Grantee to the Grantor, receipt of which the Grantor acknowledges, the Grantor grants the Grantee an exclusive option to obtain a license from the Grantor to the Optioned Rights, in accordance with this Option Agreement.

2. Exercise of the Option. The Grantee may exercise its option at any time prior to expiration of the Term by giving written notice signed by the Grantee to the Grantor at its address stated above. The notice must be personally delivered or postmarked before the expiration of the Term.

3. Conditions to License. In the event the Grantee elects to exercise its option, execution of a license agreement and fulfillment of the following conditions to license shall occur within thirty (30) days after the Grantor receives the notice that the Grantee is exercising the option. The Grantee shall pay to the Grantor the following amount and meet the following requirement at the time it enters into a license agreement with the Grantor:

- a. Pay an initial license fee of NNNNNNNNNNNNNNNNNNNN NNNNNNNN dollars (\$NNNNNNNN) and a royalty rate of NNNN NNNNNNNN percent (NNNNN%) of the net sales of Products (as defined in the License Agreement), and
- b. Provide the Grantor with a preliminary business plan acceptable to the Grantor which describes the steps proposed by the Grantee to commercialize the Optioned Rights.

4. Terms of License. Terms and conditions of the license agreement will be negotiated in good faith so as to result in a license acceptable to both parties substantially in the form of Exhibit A.

5. Failure to Exercise Option or to Close. If the Grantee fails to exercise its option properly before expiration of the Term or fails to meet the conditions to license and enter into a license within the time allowed, this Option Agreement shall terminate and the Grantor may retain the Option Price and shall have no further obligation to the Grantee.

6. Assignment. This Option Agreement shall bind and benefit the parties' successors and assigns. Neither party may assign rights under this Option Agreement without the prior written consent of the other party.

7. Entire Agreement; Amendment. This Option Agreement contains the entire agreement of the parties with respect to the transaction described in this Option Agreement, and no prior or simultaneous oral or other written representations or promises shall be a part of this Agreement or otherwise effective. This Option Agreement may not be amended or released, in whole or in part, except by a document signed by both parties.

8. Interpretation. The paragraph headings used in this Option Agreement are provided for convenience of reference only and shall not be used to interpret the provisions of this Option Agreement. In the event any provision of this Option Agreement proves to be illegal or unenforceable, the remaining provisions of this Option Agreement shall be interpreted as if such illegal or unenforceable provision were not a part of this Option Agreement.

To evidence their agreement to the foregoing terms and conditions, the Grantor and the Grantee have executed this Option Agreement below.

Grantor:

MICHIGAN STATE UNIVERSITY

By: _____

Title: _____

Date: _____

Grantee:

COMPANY NAME

By: _____

Title: _____

Date: _____

Appendix D

Presentations Given by Prof. John Barton

- 1. Patents**
- 2. Importance of IPR in Global Context**
- 3. Special Forms of IP Protection**
- 4. Impact of IPR on Trade**

Patents

**John H. Barton
Stanford Law School**

Concept of the Patent System

Right to exclude

**Incentive to develop
technology**

“Contract” with the public

Appendix E

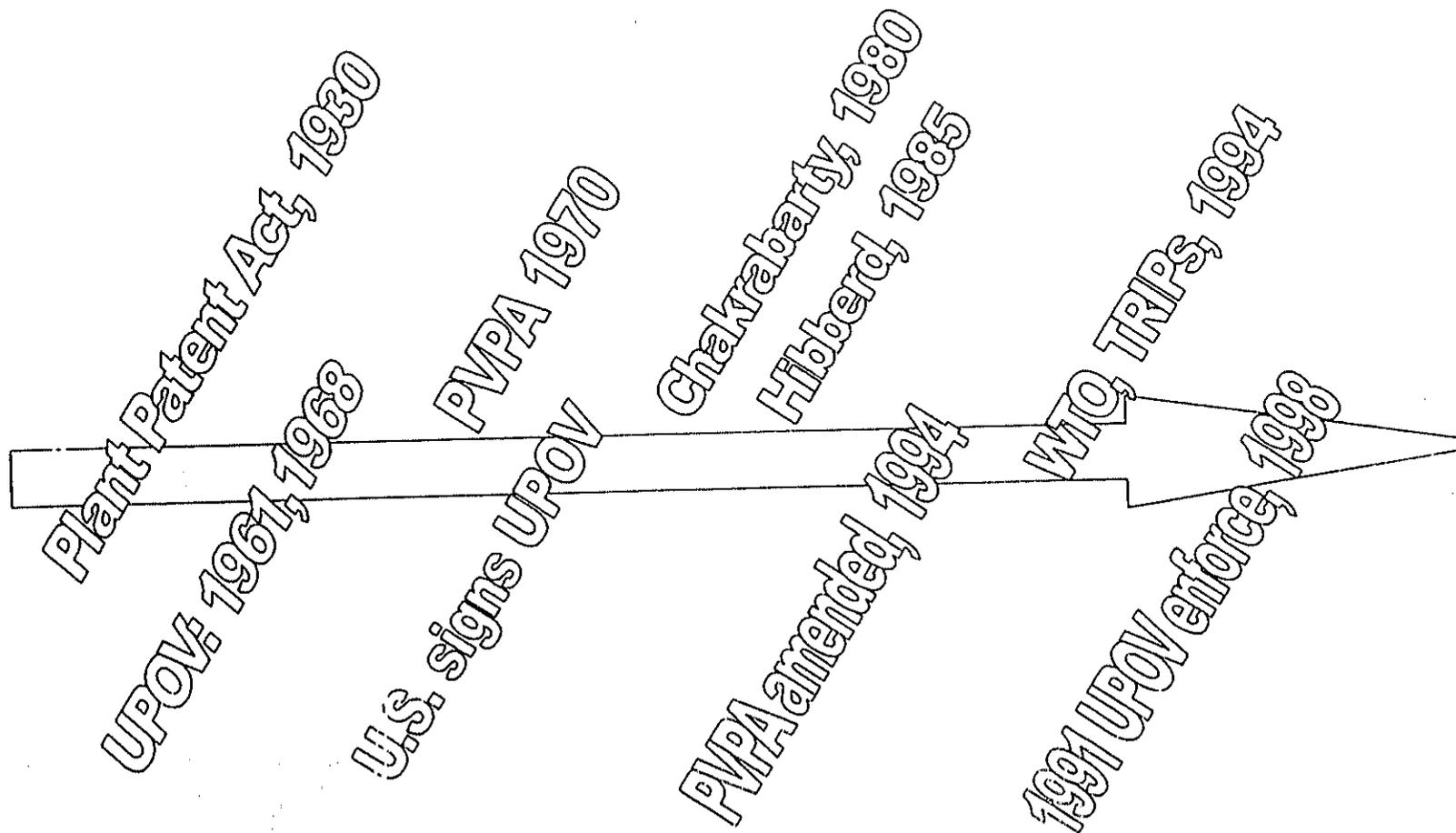
Presentations Given by Dr. Marsha Stanton

- 1. Plant Variety Protection**
- 2. Plant Breeders' Right/UPOV**

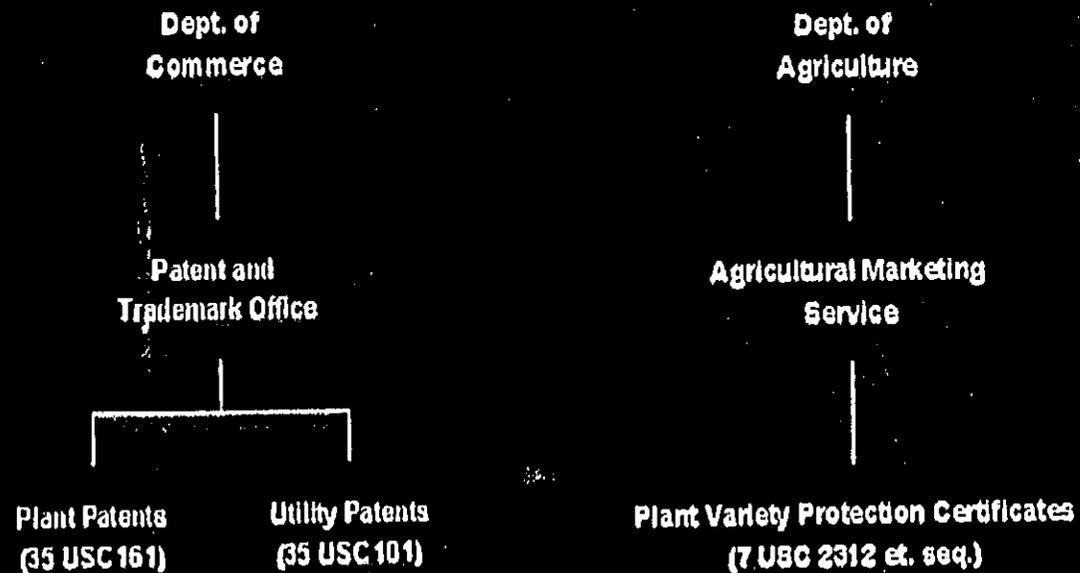
Plant Variety Protection

**Marsha Stanton
U.S. Department of Agriculture**

IPR for Plant Materials - U.S.



Intellectual Property Protection for Plant Materials



PVP Certificate Owner can Exclude Others from:

- **Selling or marketing the variety**
- **conditioning a variety for sale**
- **reproducing the variety**
- **importing or exporting the variety**
- **using the variety to produce a hybrid**



Exceptions to Owners' Rights

- Research
- Breeding
- On farm use of saved seed

Scope of protection

- the variety
- an essentially derived variety
- harvested materials

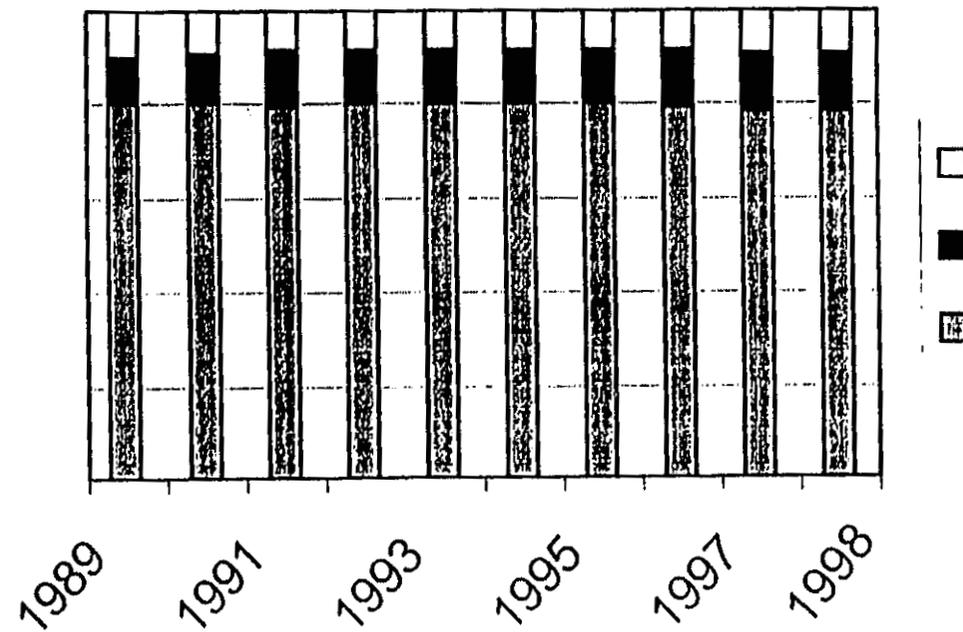
Essentially Derived Variety

- **is predominantly derived from another variety (the 'initial variety'), while retaining the expression of the essential characteristics that result from the genotype or combination of genotypes of the initial variety;**
- **is clearly distinguishable from the initial variety**

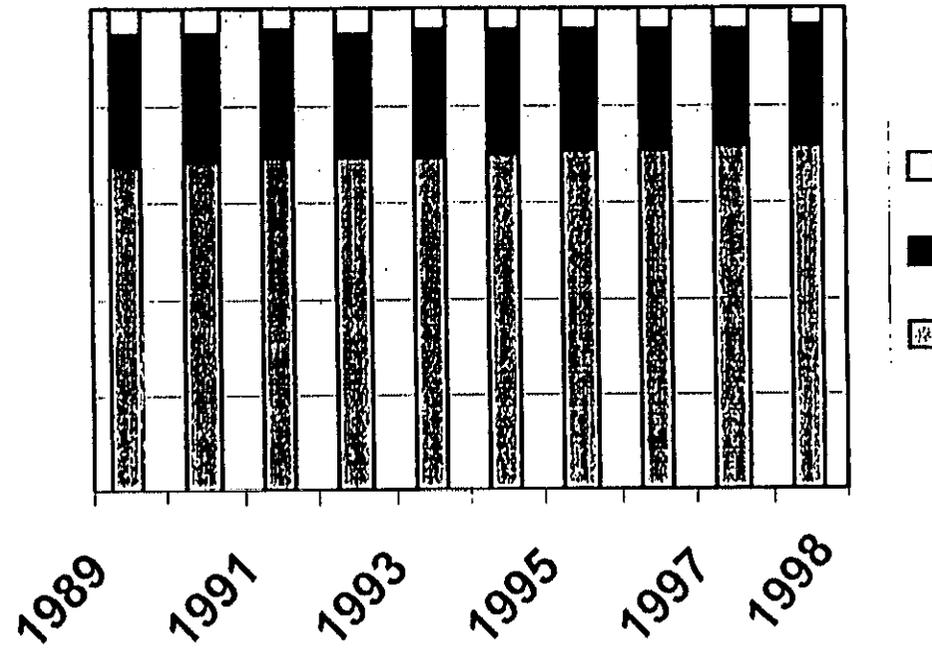
Methods - Essentially Derived Variety

- **selection of a:**
 - **natural or induced mutant**
 - **somaclonal variant,**
 - **variant individual from plants of the initial variety**
- **backcrossing**
- **transformation by genetic engineering**
- **other method**

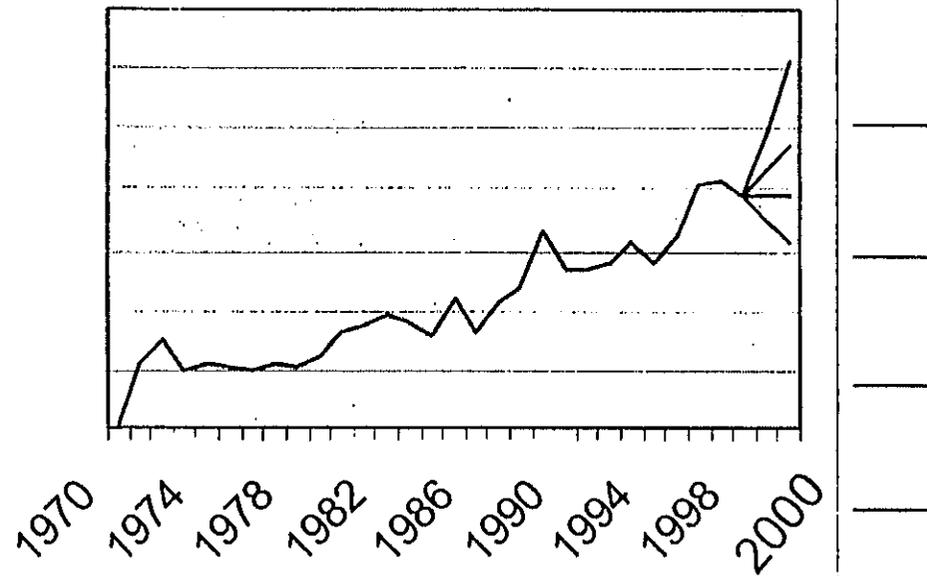
Source: Applications Received



Crop Type



PVP Projected Growth



Plant Breeding Trends



	Private	Public
Science Years	1499	742
Change 90-94	160	-12.5
Investment \$ M	338	213

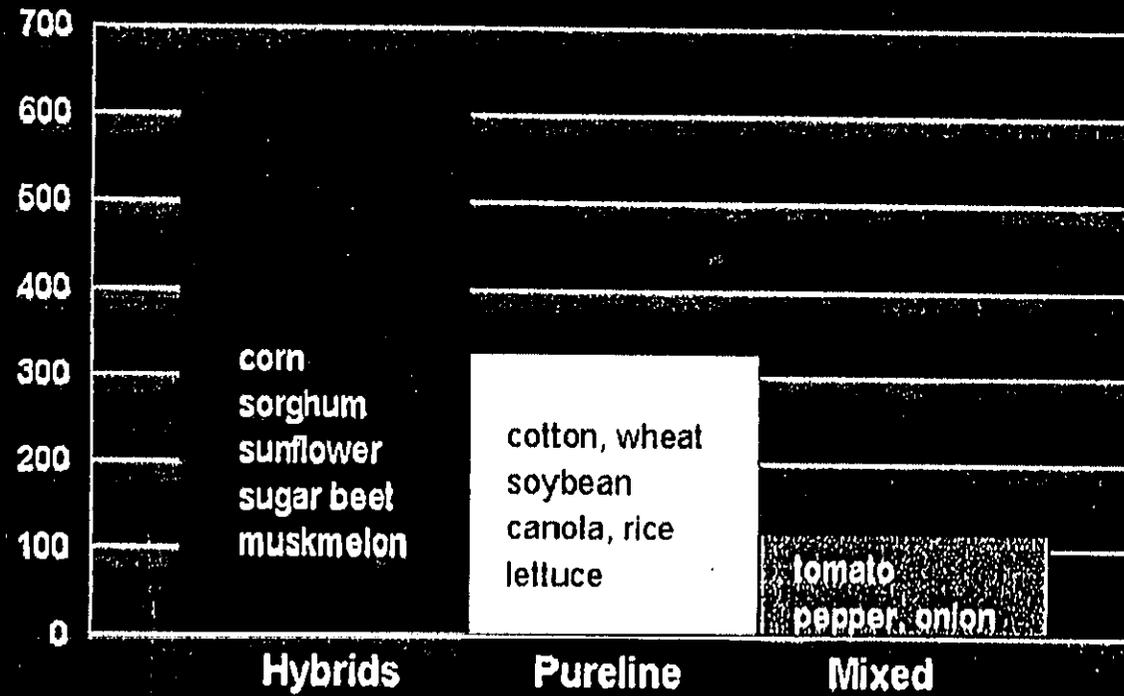
From: Frey, K. J. National Plant Breeding Study. Special Report 98, Iowa Agriculture and Home Economics Exp. Station

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Plant Breeding Trends

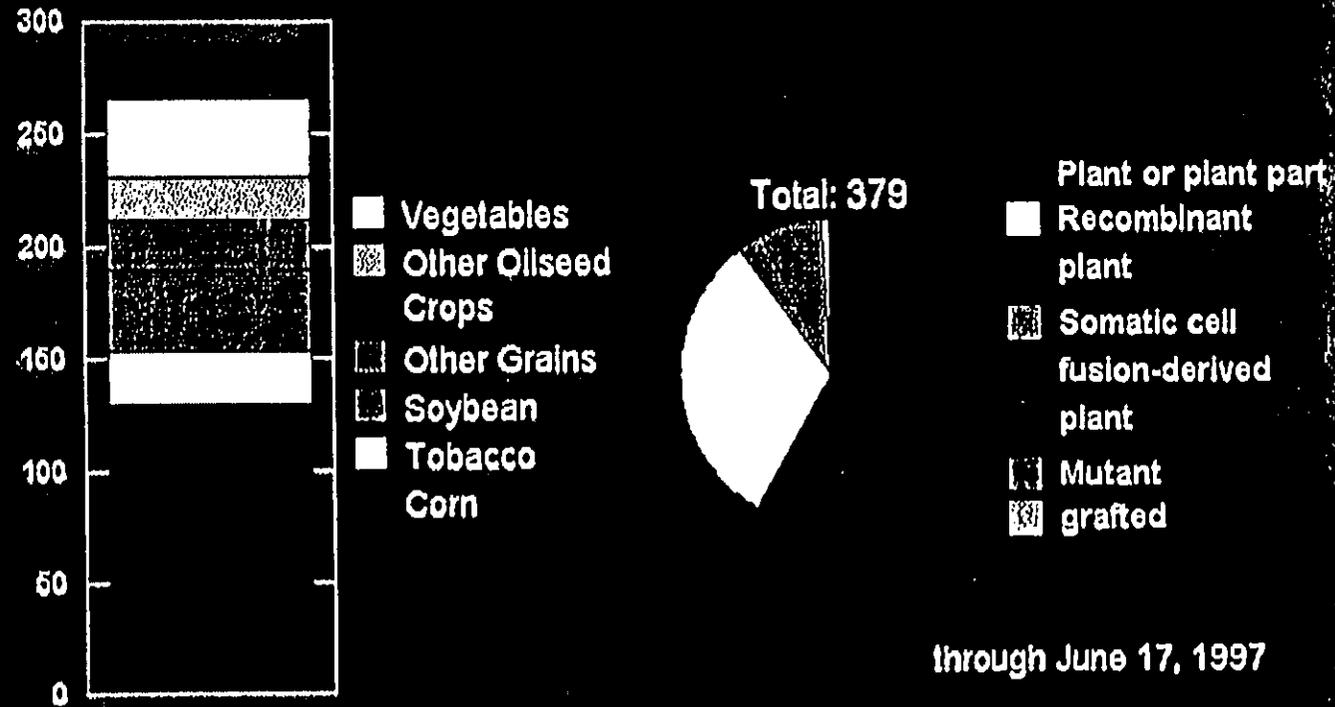
Science Years



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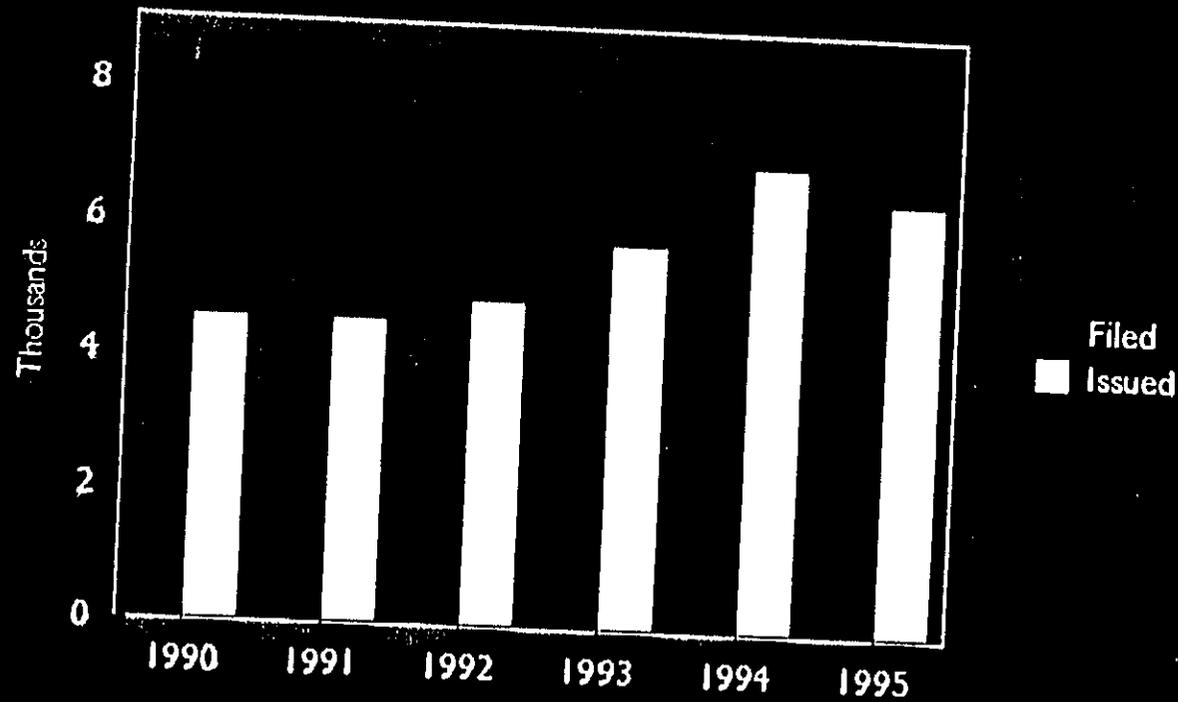
Utility Patents - Multicellular Plants



142

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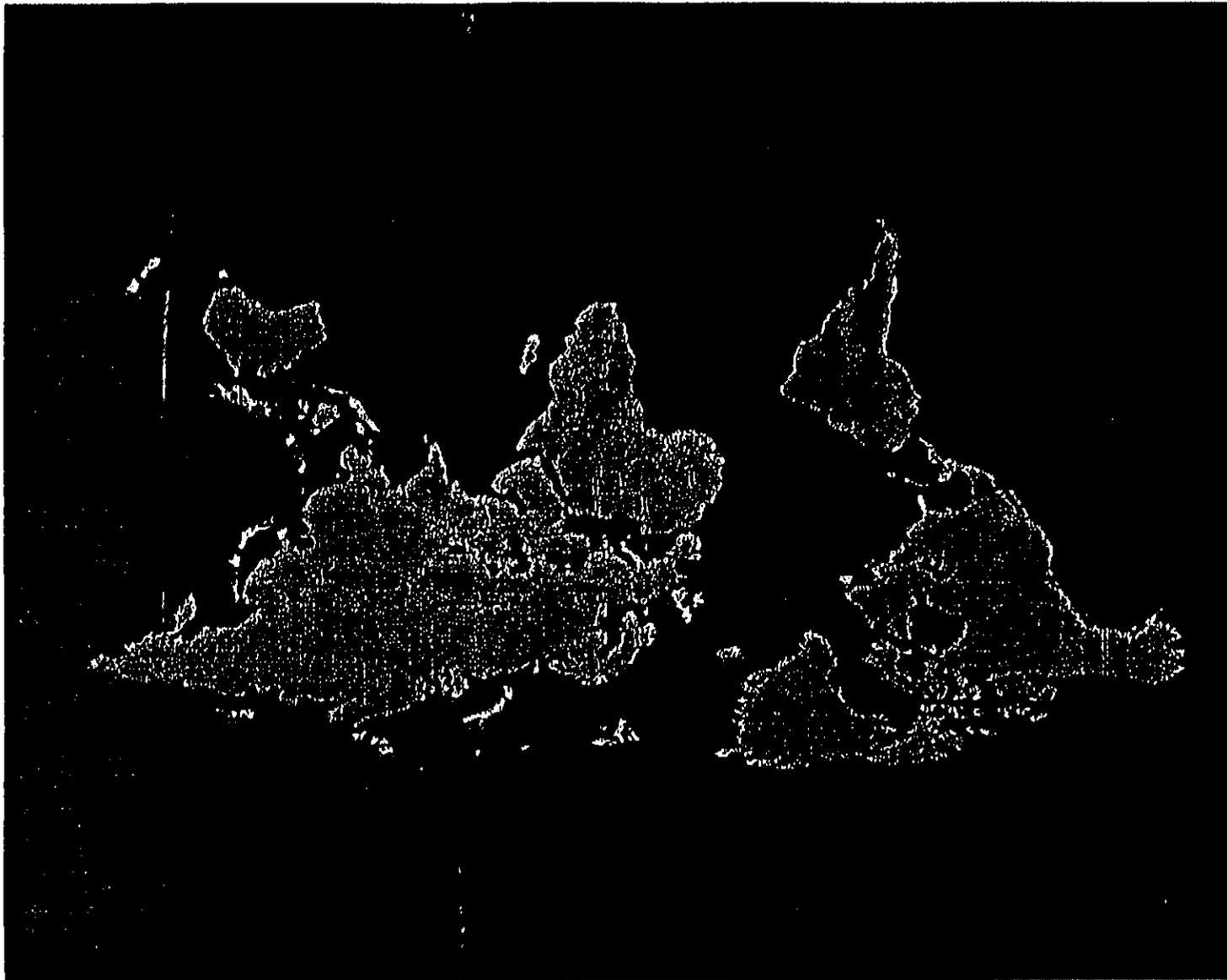
Plant Breeders' Rights UPOV Statistics



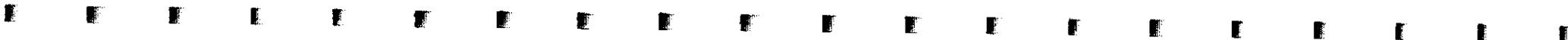
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TRIPs Agreement*

Members shall provide for the protection of plant varieties either by patents or by an effective sui generis system or by any combination thereof.

***Agreement on Trade-Related Aspects of Intellectual Property, 1994**

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Plant Variety Protection Future Issues

- **Use of Biotechnology**
- **Improving Communication & Harmonization**
- **Essential Derivation**

Overview of U.S. PVP Office

- History of US law
- Who applies
- What crops
- Results

PVPO Staff

- **Commissioner:** **Ann Marie Thro**
- **Examiners (5):**
 - **Grains, Fodder Grasses, Herbs, Tubers**
 - **Fiber Crops, Turf Grasses**
 - **Beans, Peas, Lettuce, Tomatoes**
 - **Soybeans**
 - **Corn, Peppers, Flowers & Ornamentals**
- **Associate Examiners (6)**
- **Support Staff (4)**

To Apply:

- Application
- Seed Sample
- Fees

Exhibit A

Origin and Breeding History

- **Description of development of the variety**
- **Identifies source material**
- **Satisfies the full disclosure requirement of "invention"**

Exhibit B: Applicant's Statement of Novelty

■ Describe differences from:

- single, *most similar* variety**
- most similar varietal grouping**
- all other known varieties in the crop
kind**

Exhibit B

Statement of Distinctness

- **Differentiates from all varieties of public knowledge**
 - **First of kind - differentiate from land race or unimproved germplasm**
 - **Most - select most similar variety or group of varieties**

Exhibit C

Description of Variety

- Disclosure of morphological characteristics
- May other descriptive information
 - disease or insect resistance
 - isozyme profile

Exhibit D

Optional supporting information

- **Any trial data or supporting information or information not requested on the Exhibit C**

Exhibit E -- Statement of the Basis of Ownership

- **Why the applicant feels that they are the rightful and only owner of the variety.**
- **Ownership - Why the applicant is the sole owner of the variety**
- **Eligibility**
 - **U.S. Citizen or Company?**
 - **UPOV member?**

Distinctness

- **Examiner compares variety description to information in crop specific databases**
 - Previous U.S PVP applications
 - Public varieties
 - Varieties from other countries
 - Catalog descriptions
 - Research articles

Uniformity

- A statement of uniformity must report the level of variability in any characteristic of the variety.
- Commercially acceptable variability is allowed.

Stability

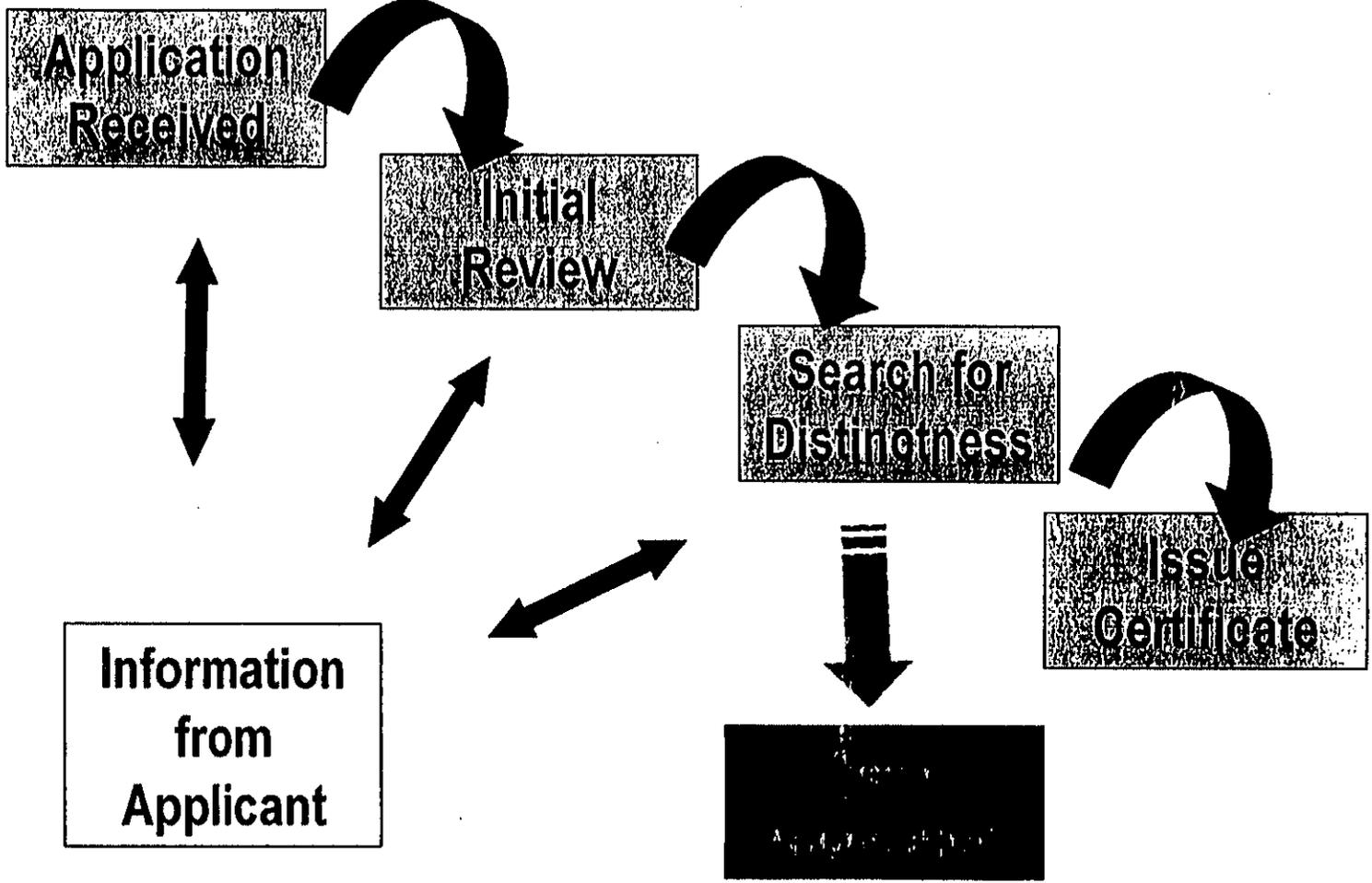
- Applicant must indicate that variety is genetically stable
- Statement should show the number of cycles of seed reproduction for which the variety has remained unchanged in all distinguishing characteristics.

PVPO Publications

- *PVPO Official Journal, Vol. 23
Index*
- *Plant Variety Protection Act and
Rules and Regulations*
- **PVPO Homepage**
(<http://www.usda.gov/ams/pvptitle.htm>)

Plant Variety Protection Future Issues

- **Use of Biotechnology**
- **Improving Communication
and Harmonization**
- **Essential Derivation**



Plant Breeders' Right/UPOV

**Marsha Stanton
U.S. Department of Agriculture**



**International Union for
the Protection of
New Varieties of Plants**

What are the Main Functions of the UPOV Convention?

- the standard rules of novelty, distinctness, sufficient uniformity, and stability for the grant of protection;
- a minimum scope of protection;
- a minimum duration of protection and standard rules for the annulment or cancellation of protection;

What are the Main Functions of the UPOV Convention? (continued)

- a minimum number of plant genera and species whose varieties must be protected;
- rules for national treatment and priority which regulate relations between member States and provide the basis for cooperation.

The Changes in the 1991 UPOV Convention

- The Standard Rules for the Grant of Protection

Minimum Scope of Protection

1978 Act	1991 Act
Production for the purposes of commercial marketing	Production or reproduction (multiplication)
	Conditioning for the purpose of propagation
Offering for sale	Offering for sale
Marketing	Selling or other marketing
	Exporting / Importing
	Stocking for any of the above purposes

Harvested Material

1978 Act	1991 Act
<p>Optional for States to extend protection to the harvested material in their national laws</p>	<p>Breeder's right extends to harvested material,</p> <ul style="list-style-type: none"><li data-bbox="1198 670 1993 869">• If the material is obtained through the unauthorized use of propagating material, and<li data-bbox="1198 949 1993 1220">• If the breeder has not had reasonable opportunity to exercise their right in relation to the propagating material

Varieties Covered by Breeder's Right

1978 Act	1991 Act
The protected variety	The protected variety
By implication, any variety not clearly distinguishable from the protected variety	Expressly, any variety not clearly distinguishable from the protected variety
Varieties whose production requires repeated use of the protected variety	Varieties whose production requires repeated use of protected variety
	Essentially derived varieties

Exceptions to Breeders' Rights

1978 Act	1991 Act
"Breeder's exemption" ¹	"Breeder's exemption" ² (unless covered under essentially derived varieties)
	Acts done for experimental purposes
	Acts done privately and for non-commercial purposes

¹ The use of the protected variety as an initial source of variation for the purpose of creating other varieties and the marketing of such other varieties

² Acts done for the purpose of breeding other varieties and acts done for the marketing of such other varieties (unless they are essentially derived varieties)

Minimum Duration

	1978 Act	1991 Act
Trees and vines	18 years	25 years
Other plants	15 years	20 years

Minimum Number of Plant Genera & Species

	1978 Act	1991 Act
	Must protect "the largest possible number of species"	Must protect all species
<u>On Accession¹</u>		
Genera/Species	5	15
<u>After Accession¹:</u>		
Years	8	10
Genera/Species	24	All

¹ New Members

**UPOV/Plant Breeders' Rights
Status of Countries --Feb. 1, 1999**

	1961/1972	1978	1991	Total
Members	2	25	11	38
Non members	Laws or based on UPOV			
Accession started		8	5	13
Accession not started		0	8	8
In- Progress		8	13	21
Non-members	Proposed Laws		27	35
Totals	2	33	51	94 ¹

¹ Includes 8 Proposals which are unclear whether UPOV based

Appendix F

Presentations Given by Dr. Karim Maredia

- 1. Intellectual Property Management**
- 2. Technology Transfer: Biosafety, Regulatory Approvals and Integration of IPR and Biosafety**
- 3. Capacity Building in IP Management**

**Technology Transfer: Biosafety, Regulatory
Approvals, and Integration of IPR and Biosafety**

**Karim M. Maredia
Michigan State University**

What is Biosafety?

Biosafety encompasses policies and procedures adapted to ensure environmentally safe applications of technology

Safety in Agriculture

- Not a new concept
- Safe laboratory practices and safe use of chemical pesticides

Why Biosafety Considerations?

- Biotechnology
- Environmental and health concerns
- International trade (requirements of legally binding international trade agreements)
- Access to technology

Safety in Biotechnology

- Insertion of alien genes into crop plants through genetic engineering
- Developing countries are centers of origin for many important crops

Biosafety Issues for Genetically Modified Organisms (GMOs)

- Weediness
- Gene flow
- Pest/pathogen effects
- Non-target impacts
- Food Safety

Biosafety Issues for GMOs

Weediness - the tendency to invade, survive and persist in a new environment; to out compete other species

- Potential to become an agricultural pest
- Ability to displace native species
- Potential to disrupt ecosystems
- Selective advantage of new trait

Biosafety Issues for GMOs (cont'd)

Gene Flow - the movement of a transgene to other plants by normal hybridization

- Proximity of sexually compatible species
- Reproductive biology, means of pollination
- Potential for introgression
- Selective advantage of new trait

Biosafety Issues for GMOs (cont'd)

Pest/Pathogen effects - development of pest resistance; change in virulence or pathogenicity; generation of new plant viruses; change in host susceptibility

- Frequency of resistance genes
- Alternative pest control strategies
- Management plans
- Monitoring
- Incidence of virus co-infection
- Evidence of naturally occurring recombination

Biosafety Issues for GMOs (cont'd)

Non-target Impacts - deleterious effects of transgenic product on nontarget organisms

- Concentration of new protein or compound
- Stability in the environment
- Presence of susceptible organisms
- Effects on beneficial organisms

Biosafety Issues for GMOs (cont'd)

Food Safety - toxic effects of transgene food products on human and animal health

- Allergic reactions
- Antibiotics resistance

Biosafety in Relation to Trade

Three binding international agreements

- Agreement on Sanitary and Phytosanitary Measures (SPS)
- International Plant Protection Convention (IPPC)
- The Convention on Biological Diversity (CBD)/Biosafety Protocol (BSP)

Capacity Building in Biosafety

- Biosafety policy development (guidelines, regulations)
- Biosafety regulatory structure
 - ▶ National biosafety committees
 - ▶ Institutional biosafety committees
 - ▶ Biosafety officers
- Procedures for implementing policy
- Biosafety containment facilities

Issues for Developing Countries

- Develop flexible guidelines and design a flexible review process
- Implementation of guidelines/regulations is a real challenge; cooperation among ministries is required
- The biosafety review process must be less bureaucratic and fit with the existing plant quarantine system
- There is no “zero risk” to any technology; risk vs. benefits must be evaluated on a case by case basis.
- Regional and global harmonization of biosafety guidelines
- Communication with general public and consumers

Integration of Biosafety and IPR

- For a successful technology transfer, both biosafety and IPR should go hand in hand
- MTAs, research agreements, and License agreement should cover both IPR and biosafety issues

Biosafety System in the U.S.

- Federal agencies (USDA/APHIS, EPA, FDA, NIH)
 - USDA/APHIS: Regulates the importation, inter-state movements, and release into the environment of transgenic plants and animals
 - EPA: Regulates the environmental releases of microorganisms and GMOs having pesticidal properties
 - FDA: Ensures the safety and effectiveness of genetically engineered products such as food and feed, food additives, drugs and biologicals
 - NIH: Laboratory research is subject to NIH guidelines
- State agencies (State Departments of Agriculture)
- Local institutions (Institutional biosafety committees)

Intellectual Property Management

From Handshakes to Formal Agreements

Karim M. Maredia
Michigan State University

Changing Landscape of Technology Transfer

- Informal free exchange to formal legal process
- Handshakes to formal Agreements

Driving Forces for the Changing Landscape in Technology Transfer

- GATT/WTO/TRIPS Agreement
- CBD
- Biotechnology
- Privatization
- Consolidation of plant and seed industry

Intellectual Property Rights may cover both research inputs and outputs

A. Examples of research inputs:

- Patent on a gene sequence
- Copyrights on laboratory procedures and experimental techniques

B. Examples of research outputs:

- Plant Variety Protection (PVP) on a new variety
- Plant patents

Intellectual Property Management

Managing Intellectual Property is a complex exercise

Management challenges:

- Recognizing the value of technology
- Creating general awareness of the importance of IPR
- Developing an IP management system
- Building functional national and institutional IP policies
- Enforcement/implementation of IP policies
- Institutional support and commitment

A. Recognizing the Value of Intellectual Property

- Recognizing the value of IP is the first step towards building an IP management system
- Recognition has to be at all levels -- national and institutional

B. Creating General Awareness and Education on the Importance of IPR

- General awareness and education of policy makers, senior administrators and scientists
- Mechanisms: seminars, internships, workshops, etc.

C. Developing an Intellectual Property Management System

Establishing an IP management focal point or technology transfer office

- Focal point can be a main contact point for everyone to get help in IP management
- Licensing, patenting, MTAs, CDAs, negotiations, etc.
- Focal point can serve as a business office for technology transfer

D. Building Functional IPR Policies

- National
- Institutional
- Regional
- Harmonization of IPR policies

E. Enforcement/Implementation of IPR Policies

- Enforcement mechanisms and framework for implementation
- Cooperation among different Ministries

F. Institutional Support and Commitment

- Financial support
- Human resources for IP management

The Impact of Bayh-Dole Act

- More than 200 universities engaged in technology transfer
- Over 1000 patents are issued each year to the universities
- University technology transfer adds more than \$21 billion to the economy
- Royalties earned by academic institutions are used to help advance scientific research and education
- New partnerships between university and industry for the benefit of society

Attachment 1

The Bayh-Dole Act

The Bayh-Dole Act (P.L. 96-517, Patent and Trademark Act Amendments of 1980) created a uniform patent policy among the many federal agencies that fund research, enabling small businesses and non-profit organizations, including universities, to retain title to innovations made under federally-funded research programs. This legislation was co-sponsored by Senators Birch Bayh of Indiana and Robert Dole of Kansas and was enacted on December 12, 1980.

Some of the major provisions of the Act include:

Non-profits, including universities, and small businesses may elect to retain title to innovations developed under federally-funded research programs.

Universities are encouraged to collaborate with commercial concerns to promote the utilization of inventions arising from federal funding:

Universities must file patents on inventions they elect to own;

Preference in licensing must be given to small businesses;

The government retains a non-exclusive license to practice the patent throughout the world; and,

The government retains march-in rights.

- The Act encouraged universities to participate in technology transfer activities. Prior to Bayh-dole, fewer than 250 patents were issued to universities each year. In the past few years, US universities participating in the Survey have averaged almost 1,500 patents annually.
- There are now more than 200 universities engaged in technology transfer, eight times more than in 1980, as evidenced by the membership of AUTM.
- Technology transfer—specifically the licensing of innovations—adds more than \$21 billion to the economy and supports 180,000 jobs each year. It has helped to spawn new businesses, create industries and open new markets.
- Furthermore, an 120% increase in US patent applications and a 68% increase in licensing from FY 1991-1995 indicate that the transfer of technology from academic institutions to the private sector will continue to grow in the next decade, generating future economic growth and health benefits.

Intellectual Property Management at Michigan State University (MSU)

MSU has IP policy: Any invention developed using MSU facilities and funds are the property of MSU

The Office of Intellectual Property (OIP) serves as a focal point at MSU for IP management

- OIP established in 1992
- OIP handles inventions developed or created by MSU faculty, staff and students, including protection, licensing and marketing of IPs
- OIP assists in the development of MTAs and research agreements
- OIP serves as a negotiating and licensing body for the university
- OIP helps generate over \$12 million per year in royalty earnings
- OIP assists in the establishment of incubator companies based on MSU technologies
- OIP is involved in IP education, networking, and publishes information booklets on IP topics

Net Royalty Income on a Particular Patent	Inventor(s)	Academic Units	University
First \$1,000	100%	0	0
Next \$100,000	33⅓%	33⅓%	33⅓%
Next \$400,000	30%	30%	40%
Next \$500,000	20%	20%	60%
All additional net royalties over \$1,001,000	15%	15%	70%

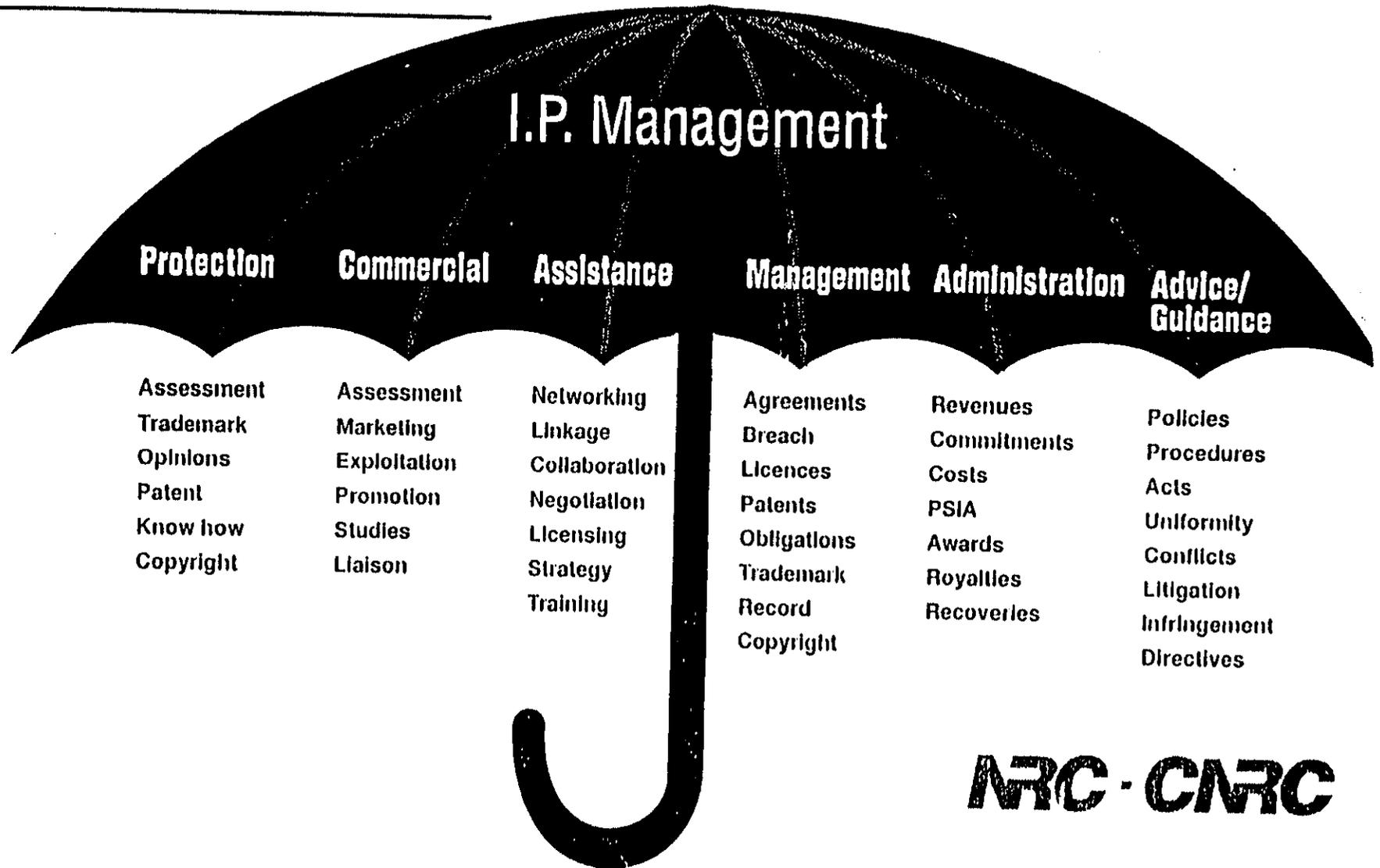
Technology Transfer

- A. Licensing of technology
 - MTAs
 - License Agreement
 - Option to License Agreement
- B. Sell the technology
- C. Give away free

Intellectual Property Management: Conclusions

- Education and clear communication between all the parties
- Importance of having appropriate agreements in place
- Respecting rights of all parties
- Integration of IPR into other relevant challenges, such as biosafety and business development

Total Service Capabilities



AIRC - CIRAC

Integrated Approach to IPR Capacity Building

- Awareness creation
- Human resource development
- Institutional and policy development
- Information access and networking

Awareness Creation

- Proper awareness must be created among the general public, policy makers, scientists and administrators
- Various mechanisms may be used, such as seminars, workshops, etc.

Human Resource Development

- IP Management
- Legal expertise
- Technical expertise
- Business expertise including negotiation expertise
- Database management

Institutional and Policy Development

- Development of IP management focal points/technology transfer offices
- Potential role of intellectual property/technology transfer offices
 - ▶ Education and awareness
 - ▶ IP policy development
 - ▶ Protection and licensing of IP
 - ▶ Networking
 - ▶ Creation of new start-up companies
 - ▶ Service to society

Information Access and Networking

- Appropriate information is key to IP use and management
- Different parties require different types of information
- Worldwide patent information

IPR Capacity Building

- Continuing process
- Institutional and financial commitment
- Human resource development
- Regional and global cooperation

Appendix G

**Presentation Given by
Mr. Atef El Azab
Councillor, Egypt**

Current Status of IPR in Egypt

Current Status of IPR in Egypt

Current Status of IPR in Egypt.
by
Counsellor ATEF EL - AZAB

Introduction:

Really Egypt is a pioneer in IPR in ^{the} middle east.
Just after the end of the world second war Egypt restored its
sovereignty over its legislative authority by which it abolished the
mixed courts ^{for foreigners} and issued a new civil code. ¹⁹⁴⁸ In the next ^{year} it issued its
law concerning Patent Rights, Designs and Industrial Models law
No. 47 of 1949 which is still in force now.

Just after the establishment of "Ageri" ~~the~~ Agricultural genetic
Engineering Research Institute "Ageri" succeeded in obtaining the
first agricultural patent to be registered in Egypt and another patent
registered in U.S.A under the law and regulation ^{of} U.S.A.

~~Current Status of Intellectual Property Rights In Egypt~~

by

~~Counselor Atef El Azab~~

Introduction

This paper deals with the Intellectual Property Rights concentrating on the field of patent rights which has wide-spread discussions whether before GATT or after, also its relevant issue of Transfer of Technology as an interesting new field especially for developing countries and the relation of these two aspects to Agriculture, the main economic resource in Egypt.

1. National Perspective

a. Current Status Of Intellectual Property Laws

Inspired by the Paris Convention for the protection of Industrial Property done on March 20, 1883, Egypt issued Law on Patents, Designs, and Industrial Models No. 132 of 1949 modified by Law No. 47 of 1981. The main features of this Law are the protection of any new invention industrially exploitable whether relating to new industrial products, to new methods or process of manufacture or to new application of methods or processes of manufacture already known. No patent shall be granted for inventions relating to substances prepared or produced by chemical processes and intended for food or medicine, except when the substances are prepared or produced by special chemical processes or operations in

which case the patent shall only cover such methods or processes of manufacture and not to the substance itself.

A Register shall be held by the Academy of Scientific Research and Technology to record all inventions and particulars relating thereto. The rights of an invention made by a worker or employee during working hours shall vest in the employer. The term for a patent shall be 15 years from the date on which the application was made.

Section 2 of this Law governs the procedures of applying for patents. Should an application fulfill the conditions set forth in this section the Patents Office at the said Academy shall publish it in the manner laid down in the Executive Regulations. Any ^{concerned} person ~~concerned~~ may ~~present a notification~~ objecting to the issue of the patent. The opposition ^{is} ~~shall be~~ settled by a special judicial committee. The committee's decision is liable to contestation before the Administration Court of the State Council. The patent ^{is then} ~~shall be~~ issued by the competent minister.

Section 3 deals with the assignment of the patent, its pledge and seizure.

Section 4 deals with compulsory licenses and expropriation of patents for public utility.

Section 5 deals with the termination of a patent and its revocation.

The second chapter of the Law is devoted to the designs and industrial models.

The explanatory memorandum of the Law affirms that the food products are excluded from the domain of the Law on the argument that they do not constitute an invention as described by the Law and that the monopoly of producing such products hurts the public health.

It is noteworthy that as from 1971 a Presidential Resolution No.2617 of 1971 vest the responsibility of patents to the Academy of Scientific Research and Technology, ^{as a patent office} leaving the designs and industrial models to the Ministry of Supply and Internal Trade as before ^(now the Ministry of trade and Supply)

As for other kinds of IPR laws an important Law No. 14 of 1968 amended by Law No. 34 of 1975 and Law No. 38 of 1992 spread its protection to copyright and related aspects as per Bern Convention of 1971.

b. Proposed Changes In IPR Laws

^{during the last decade} Law no.132 of 1949 on Patents, Designs and Industrial Models was subject to many proposed changes during last decade. The first changes were done before GATT and the last version done after Egypt's participation to GATT.

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Before GATT it was noticed that this Law has to be changed to encourage the Egyptians to invention, to establish a scientific cadre and to introduce basic changes inspired from daily work and the public interest. The proposed changes were intended to give the employees the right to have the ownership of their invention and not to the employer unless otherwise agreed upon, also to insert the utility model as it is easier for Egyptians as it is a new shape or composition for a tool or implement, to introduce the full technical inspection of the patent, and to make a link between the Patent Office and the factories ^{Gerson} (Utility Model Law, 1968).

The major change which was inserted in the draft, ~~thanks~~ ~~to ABSP workshops in Stanford and Cairo~~, was to introduce the food or pharmaceutical product as a patentable subject matter and to have the full term of protection, not only for a 10 year process patent protection. ^{It was understood} ~~These~~ ~~workshops revealed the fact~~ that the laws of nature, physical phenomena and abstract ideas have been held not patentable, but in case the claim is devoted to a nonnaturally occurring manufacture or composition of matter - a product of human ingenuity having a distinctive name, character and use, then it is patentable subject matter. (Supreme Court of USA case no.79-136 Commissioner of Patents and Trademarks v. Chakrabarty, June 16, 1980)

Egypt had joined

After / GATT and ~~participation of Egypt to the World Trade Organization (WTO) and the~~ ^{Conclusion of} ~~Agreements concluded after~~ Uruguay Round, especially Trade-Related Aspects of Intellectual Property Rights (TRIPS), many amendments were added to the draft such as:

- 1- Increasing the patent term to the new international norm of 20 years from filing the application.
- 2- Deleting the existing provision that permits the government to expropriate patents for public utility and instead permits only compulsory licenses in certain cases with fair remuneration as outlined in TRIPS.
- 3- Asserting that the patent protection covers all fields of technology as outlined in Article 27 of TRIPS. So the text of the draft reads as follows: An invention patent shall be granted in accordance with the provisions of this Law, for every new innovative step feasible for industrial exploitation whether in connection with new industrial products, new industrial ways or means or new applications of industrial known ways or methods. It is understood that the word industrial is taken by its wide meaning to include agriculture foodstuffs, medical drugs, pharmaceutical compounds, plant species and microbiological processes and their products.
- 4- Inserting other new provisions stated in TRIPS such as exhaustion (Art. 6 of TRIPS which considers the owner of a patent exhausted his marketing rights in case of marketing his product in any country.), the institution of the mail box (Art. 70/8) concerning the application of pharmaceuticals and food products, the grant of

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exclusive marketing rights (Art. 70/9), protection of existing subject matter (Art. 70/7), the use without authorization of the right holder (Art 31).

It is noteworthy in this concern that according to the Egyptian Constitution (Art. 151) any international convention - which Egypt participate in by ratification according the provisions of the Constitution, constitutes a law as any law in the Country having its mandatory and applicability character. As the Presidential Resolution No. 72 of 1995 agreed to the participation to World Trade Organization and to the Agreements of Uruguay and the House of Common agreed to that in its session on April 16, 1995 and then the President ratified it on April 19, 1995 then this Agreement became an internal Law in the Country.

5- AS for the transitional period provided for in Article 65 of TRIPS which entitles developing countries to delay the application of the Agreement concerning the pharmaceutical and food products a period up to 10 years, a great debate in public arose and still continuing. In brief the industrial pharmaceuticals insist to have such period in full so as to have time to arrange themselves to face the worldwide competition (Kabir, 1996), the other sectors (agriculture, trade and culture) tend to execute the TRIPS right now, so as to encourage investment. The last decision is to the House of Common when submitted to it by the Cabinet of Ministers

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(Federation of Egyptian Industries Report of May 1996)

(Federation of Egyptian Industries Report of April 1996).

c. Relationship between IPR and Agriculture:

In spite of the fact that Law No. 132 of 1949 and its explanatory memorandum state that the word industrial mentioned in Article 1 concerning the patent subject matter include the use of patent in agriculture, the said memo excludes the inventions pertinent to foodstuffs and pharmaceuticals compounds, having only 10 years protection for its process.

Such attitude which includes genetic engineering shall not help the promotion, development, and investment which the country badly needs. Genetic Engineering offers major tools to enhance agricultural production as agriculture represents the spearhead of socio-economic development. Biotechnology research offers new approaches to agricultural sustainability whereby human requirements may be met and tackled, the environment shall become enhanced rather than destroyed. Failure to develop appropriate biotechnology applications and inability to acquire technology developed elsewhere could deny Egypt timely access to new important advances (M.A. Madkour, Cairo, 1996, personal communication).

The new draft law overcomes such lacunae in the current law as the draft states expressly that it applies to

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d. Plant Variety Protection laws

In Egypt there is no plant variety protection law. The protection shall apply only in case the plant accords the elements needed for a patent. It is noteworthy in this concern that the current rules impose a procedure of registration of the seeds.

Law of Agriculture No. 53 of 1966 and its amendments as well its executive ministerial resolutions prohibits the production and marketing of the agricultural variety crops unless registered in the ministry of Agriculture. Such registration shall be done after being subject to experiments of three years to verify its harmony and distinguishness as well as taking its genetic print. A special committee established by the minister of the Agriculture is concerned with verifying the applications for registration of the agriculture variety crops, its names and cancellation,

Therefore the rights of the breeder is limited to what he may gain from the contract between himself and the customer.

It is essential to have a new law to protect the breeder as outlined in the International Agreement concerning the plant Variety Protection.

A draft law has been done in this concern as a means to join this International Agreement.

To my knowledge it is still under discussion in the ministry of justice. Why? They want to mix this draft law with the draft law of patent rights, and the draft one of designs ^{and} as industrial model as well as law of copyright to be in one Code.

2. Technology Transfer, commercialism & National linkages

a) Licensing and other methods of Technology Transfer

Law No. 132 of 1949 aforementioned did not organize the transfer of technology as an issue. The sole mention of licensing occurs as stated in Paris Convention in the authorization to forfeiture of patent and the grant of compulsory licenses

to prevent the abuses which might result from of exclusive rights conferred by the patent.

As Egypt since decades ago aimed to wide industrialization and adapted various plans for this target and as the acquisition of foreign technology was an important method, the country began to conclude licensing agreements with the world outside. During the sixties and up to 1974 it has no freedom to chose its needed technology for some sectors on scientific, technical and economics bases. The main target was to the building of many factories supplied from eastern countries, with old technology. It was rare to find a separate technology agreement. Most of agreements included only project study and report, engineering studies, supply of machinery and equipment, technical assistance, start-up tests, training and some legal terms.

After the open-door policy in the year 1974 and many agreements were concluded with the west countries, the need was so great to have license agreements in which the licensor authorizes the exploitation of a patent and / or the mere know-how.

Many difficulties arose in discussing such agreements as the licensor found it an opportunity to impose unfair terms and conditions such as :

- 1- Demand for exorbitant royalties for the license to be paid whether lump-sum and / or running royalty for a long period of time.
- 2- Obliging the licensee to buy the machinery, equipment, spare parts and raw material from the licensor under high prices.
- 3- Limiting the right of license to a specific project.
- 4- Rejecting the free exchange of any amendments between the two parties.
- 5- Limiting the right of the licensee to export the products as to certain countries and / or specific prices.
- 6- Imposing guarantee clauses not sufficient for the licensee.

As the UN General Assembly during the seventies gave greater attention to the transfer of technology aiming at facilitating the same to developing countries and the UN Conference on Trade & Development (UNCTAD) had conducted many sessions between developed and developing countries to issue an international code of conduct including the fair terms of conditions for the transfer of technology to developing countries, Egypt participated in these successive sessions, but no agreement has been reached till now. Therefore the Academy of Scientific Research and Technology appointed a special committee to prepare a draft law for organizing the contract of transfer of technology. This draft law which was inspired by the UNCTAD sessions and the Mexican Law on

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licensing, has not been agreed upon yet as opposed by some sectors on the ground that it contradicts the open door policy (El-Azab, 1995).

Nowadays it was declared that it was put as a section in the draft Law of Commerce.
Nevertheless, the General Organization for

Industrialization as a governmental Body responsible for planning and encouraging industry projects, gives a lot of free services, devices, consultancy works including evaluation and preparation of technology agreements to help the Egyptian firms in signing agreements on reasonable technical, financial, economical and legal conditions such as :

- a) Inform about main technology sources
- b) Evaluate the draft contracts before signing
- c) Follow-up the technology supply phase
- d) Help in solving any problems that may happen between the two parties

Other methods of technology transfer may rise by the establishment by a foreign firm of a plant producing its goods under a new invention, also by a new type of licensing what so called franchising in which a franchiser provides a standard package of products, systems and management services. Examples : McDonalds Restaurant, Kentucky Fried Chicken, Coca Cola, Pepsi Cola. This kind of licensing has been spread all over the country during recent years.

b. Commercialism and Investment

In order to enhance development in the Country, a special Law was issued to encourage investment. Law No. 43 of 1974 amended by Law No. 230 of 1989 specifies that the capital subject to investment according to this Law shall be deemed to mean seven items between which is the tangible assets such as patents and trade marks registered with member states of the International Convention for the Protection of Industrial Property or in accordance with the rules of international registration contained in the international conventions concluded in this respect and held by residents abroad and pertaining to the projects. Therefore IPR plays a big role in the development through investment.

In reality the adaptation of IPR in Egypt encouraged the investors to put their capitals in various projects, as they felt safe for their patents and / or Know-how. This mere idea applies to any kind of investment whether in the field of industry, agriculture and pharmaceuticals in which Egypt needs them bad.

Although the percentage of the patents of Egyptians to those of the foreigners is only about 5 %, the Country feels it urgent to clear the way for investment by encouraging those projects that have more technology.

Recently in July 1996 the new government issued 24 Laws and Regulations encouraging investment whether by way of reducing or abolishing taxes and fees or shortening or

abolishing the procedures and / or formalities for the invested projects.

c. Linkages To International Organizations

Egypt participated by Law No. 165 of 1950 to the following International Agreements:

- 1- Paris Convention for the Protection of Industrial Property done on March 1883 and its amendments.
- 2- Madrid Convention for the registration of Trade and Industrial Marks done on April 1891 and its amendments.
- 3- The Hage Convention for International Dosit of Trade and Industrial Marks done on November 1925 and its amendment.
- 4- Madrid Convention for Geographical Indications done on April 1891 and its amendments.

Accordingly Egypt participated in the Paris Union and to the Bureau for the Protection of Intellectual Property (BIRPI) and then to the World Intellectual Property Organization (WIPO) which succeeded BIRPI as from 1967 by the Agreement done on July 1967 in Stockholm, Sweden.

WIPO gave much assistance to Egypt in the field of protecting its industrial property according to Art. 4 of the said Agreement.

Also Egypt participated in the Food and Agriculture Organization (FAO) according to its rules.

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Another kind of cooperation exists between Egypt and the United Nations for Industrial Development Organization (UNIDO) which Egypt is a member since its establishment.

The purpose of UNIDO as Art.2 of its establishment is to promote industrial development by encouraging the mobilization of national and international resources to assist in promoting and accelerating the industrialization of the developing countries with particular emphasis on the manufacturing sector. The first Executive Director was an eminent Egyptian. At the outset of industrialization by adopting various plans, Egypt received much assistance from UNIDO through loans, technical assistance and training.

Egypt participated also in other United Nations Organizations such as UNCTAD, UNESCO, WHO and ILO.

3. Illustration of IPR Application to Agriculture in

Egypt

According to the patents records held at the Academy of Scientific Research and Technology ~~no patents~~ ^{only one patent} have been granted to Egyptian scientists in the field of agriculture ~~with the exception of the patent granted to~~ ^{namely} ~~scientist~~

from the Agricultural Genetic Engineering Research Institute (AGERI) ^{Giza, Egypt} ~~a governmental body cooperating with ABSP.~~

Agene is a discipline oriented research institute within the Agricultural Research Institute Center,

This ~~AGERI has recently obtained a~~ ^{is} patent on a biological insecticidal gene isolated from the indigenous bacteria (*Bacillus thuringiensis*) from the natural habitat in

Egypt. This patent is the first of its kind to be obtained in Egypt for biotechnology and molecular biology related products. (M.A. Madkour, Cairo, 1996, personal communication).

This patent has been subject to industrial production and marketing. It took the name Ageria. Moreover Ageri has applied for and succeeded in obtaining a registration of this patent in U.S.A according to the laws and rules of U.S.A.
~~The technology of BSA and its use in milk production has not been introduced in Egypt.~~

Concerning biodiversity laws, Egypt participated in the Biodiversity Agreement concluded with UN Environment Programs in Rio-de-Janeiro, Brazil on June 5, 1992. It became a Law by the ratification issued by the Egyptian House of Common on May 6, 1994. No other local laws have been issued.

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17

Appendix H

**Presentations Given by
Ms. Jaleen Moroney
Mr. Moustafa El Shafir
Atty. Judy Winegar Goans**

SIPRE Project, Egypt

**Intellectual Property Rights:
Capacity Building and Assistance**

Egypt's Laws and Requirements of TRIPS

The Agreement on Trade-Related Aspects of Intellectual Property Rights ("TRIPS Agreement") sets minimum standards for WTO member nations on intellectual property. Each WTO member nation agrees to adopt and conform its laws to these standards but is free to determine the appropriate method of implementing the provisions of the TRIPS Agreement within its own legal system and practice. The TRIPS Agreement entered into force on January 1, 1995. Egypt's situation is summarized as follows:

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Required by January 1, 1996

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Comment: Egypt is a member of the Paris Convention

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Required by January 1, 2000

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- Egypt needs to strengthen its protection against unauthorized recording of live performances and broadcasts

Trademarks

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- Provide new definition for "mark" and "well-known mark" to correspond to TRIPS definition

- Prohibit third-party use of identical mark for goods and services that are not identical or similar to the goods and services that the registered mark identifies

Rights of the owner

- Add new "fair use" exception to a registrant's exclusive rights to allow for use under certain conditions by a third party without the registrant's permission
- Offer opportunity for judicial review of final administrative proceeding in the Trademark Office

Patents (continued) Agreement, a patent application has been filed and a patent granted for that product in another WTO Member and marketing approval obtained in that Member

Patents (continued) Required by January 1, 2000

Patentable subject matter Egypt needs to

- Amend its patent law to provide patent protection for non-microbiological plants and animals *or*
- Adopt a plant variety protection law

Rights conferred Egypt needs to amend its patent law to

- Clarify the rights provided by listing specific rights of the patent owner
- Limit its compulsory license provisions
- Provide opportunity for judicial review of decision to revoke or forfeit a patent
- Provide a term of at least 20 years from filing
- Provide increased protection for process patents, including a reversal of the burden of proof

Use without authorization of the owner

Judicial review

Term of protection

Process patents: burden of proof

Patents (continued) Required by January 1, 2005

Patentable subject matter

- Egypt needs to amend its patent law to provide full subject matter protection, including protection for chemical products for foods and pharmaceuticals

Integrated Circuit Layout Designs Required by January 1, 2000

Protection for topographies of integrated circuits

- Egypt must enact protection for integrated circuit layout-designs (topographies) consistent with the IPIC Treaty (to which Egypt is a party) and other provisions of TRIPS

Other Areas Required by January 1, 2000

Some changes are needed in these areas in order to meet TRIPS standards

Protection of Undisclosed Information

Comment: Egypt's law provides protection for undisclosed information in a wide variety of specific circumstances, but some amendments are needed

Intellectual Property Rights: Capacity Building and Assistance

Synopsis of a Speech Given by Jaleen M. Moroney
April 18, 1999 at the APRP Seminar

The purpose of the Strengthening Intellectual Property Rights in Egypt (SIPRE) Project is to strengthen IPK in Egypt in order to promote investment in Egypt and promote overall growth and development of the private sector. The Project is in the third year of a five-year contract.

The assistance activities of SIPRE include:

- Technical assistance to the industrial property offices,
- Commodity assistance to the industrial property offices,
- Training in intellectual property
- Legal assistance in preparing guidelines
- Support for necessary legal and regulatory changes.

Particular emphasis, at least in the early years of the project, is given to improving the industrial property offices: the Patent Office, the Trademark Office and the Industrial Designs Office.

The goals of the capacity building of the Industrial Property Offices are:

- Reliable examinations
- Publication of industrial designs
- Accurate and complete files
- Timely action (short pendency period)
- Prompt publication of journals
- Sustainable improvements

General Overview of IPR Laws and their Consistency with the Egyptian Laws

Summary of the speech given by Moustafa El-Shafie

The beginning of the industrial era and the appearance of many inventions at the end of the 19th century resulted in the issuance of IP Conventions such as Paris, for the Protection of Industrial Property, Bern Convention, for the Protection of Library & Artistic Works, Madrid Agreement, Concerning the International Registration of Marks, the PCT Agreement and others.

The main objective of such treaties and conventions are to preserve the legal rights of IP innovators. Egypt became a member of the TRIPS Agreement in 1995 and was committed to change some of its national IP laws in order to be consistent with the TRIPS Agreement.

Egypt needs to issue some laws for the protection of plant variety and semi-conductors. SIPRE Project has prepared and submitted to the government of Egypt a draft law for patent, trademarks and industrial designs.

Also, it should modify its current IP laws in order to be consistent with the TRIPS Agreement effective from 2000.

Examples of such changes were given such as, for the trademarks as the protection of geographical indications and the assignment of a trademark with or without the business. Marketing rights and protection of micro-organisms are required to be protected by the Patent Law. Starting from 2005, in compliance with the TRIPS Agreement, protection is to be granted for chemical, pharmaceutical, and food products. Other, examples and explanations were highlighted in my speech.



SIPRE PROJECT

NATHAN ASSOCIATES INC.
ECONOMIC MANAGEMENT CONSULTANTS

STRENGTHENING INTELLECTUAL
PROPERTY RIGHTS IN EGYPT

مشروع تطوير حقوق
الملكية الفكرية في مصر

Strengthening Intellectual Property Rights in Egypt Project (SIPRE)

SIPRE provides technical assistance to improve the protection of intellectual property in Egypt. Intellectual property includes patents, trademarks, copyrights, industrial designs, consumer protection and the repression of unfair competition. Working in conjunction with the Government of Egypt, principally the Ministry of Trade and Supply and the Ministry of Higher Education and State for Scientific Research, the Project provides support for Egypt's efforts to bring its intellectual property protection into line with GATT standards in order to create a more positive environment for investment and domestic innovation, to encourage growth of the private sector, and to promote international trade.

A major emphasis of the Project is strengthening Egypt's Industrial Property offices. SIPRE activities include provision of training, modern equipment, and other technical assistance. Recent efforts have focused on the funding of Industrial Property offices, their organization and design, and the development of automated systems. In future months, the Project expects to develop educational materials on intellectual property.

For more information, please contact:

**Judy Winegar Goans, Chief of Party,
SIPRE Project**

24 El Gomhouria Street, Abdeen

Tel/: 395-7276 - 395-7277

Fax: 395-7278

or visit our website at:

www.sipre.com.eg

email: sipre@mbox.link.com.eg.

مشروع تطوير حقوق الملكية الفكرية في مصر

(سيبري)

يقوم مشروع سيبري بتقديم المساعدة الفنية في مجال تطوير حماية الملكية الفكرية في مصر. وتشتمل جوانب الملكية الفكرية على: براءات الاختراع، والعلامات التجارية، وحقوق المؤلف، والرسوم والنماذج الصناعية، وحماية المستهلك، وقمع المنافسة غير المشروعة. وبالتعاون مع الحكومة المصرية وبالأخص مع وزارتي التجارة والتموين، والتعليم العالي والدولة للبحث العلمي، يقوم المشروع بدعم الجهود التي تبذلها مصر لكي تنهض بسبل حماية الملكية الفكرية بحيث تتفق مع معايير الاتفاقية العامة للتجارة والتعريف الجمركية (الجات) وذلك لتوفير مناخ أكثر إيجابية للاستثمار والابتكار المحلي، ولتشجيع نمو القطاع الخاص، والمنافسة في سوق التجارة الدولية.

ومن أهم أهداف المشروع الرئيسية تطوير مكاتب الملكية الصناعية في مصر، حيث تشتمل أنشطة مشروع سيبري على توفير أوجه التدريب المختلفة، والأجهزة الحديثة، والمساعدات الفنية الأخرى. وقد ركزت الجهود المبذولة في الفترة الأخيرة على تمويل مكاتب الملكية الصناعية وتنظيمها، وتطوير ميكنة النظم بها. وخلال الأشهر المقبلة، من المتوقع أن يقوم المشروع بإعداد المواد التثقيفية المتعلقة بالملكية الفكرية.

لمزيد من المعلومات، رجاء الاتصال بـ

جودي واينجار جواتز - مدير المشروع

مشروع سيبري

٢٤ شارع الجمهورية - عابدين

تليفون : ٧٢٧٦-٣٩٥ ، ٧٢٧٧-٣٩٥

فاكس : ٧٢٧٨-٣٩٥

أو الاتصال بنا عبر شبكة الإنترنت

www.sipre.com.eg

email: sipre@mbox.link.com.eg

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Summary of the speech given by Moustafa El-Shafie

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TRIPS CONTACT POINT OFFICE

Egypt's **Contact Point Office** was established by the Government of Egypt in accordance with Article 69 of the Agreement on Trade-Related Aspects of Intellectual Property Rights (the "TRIPS Agreement"), an annex to the Agreement Establishing the World Trade Organization (WTO). Egypt joined the WTO in 1995. The WTO offers favorable access to foreign markets for Egyptian exports, creates procedures to protect domestic industries against unfair foreign trade practices, and provides special benefits for developing countries.

The TRIPS Agreement contains the most comprehensive standards ever agreed on intellectual property. The TRIPS Agreement includes provisions on patents; copyright; rights of performers, producers of sound recordings and broadcasting organizations; trademarks and service marks; industrial designs; geographical indications; integrated circuits; and undisclosed information (trade secrets). Each Member country remains free to set its own legislation on intellectual property but agrees to conform to those standards.

The TRIPS Agreement also contains provisions on enforcement of intellectual property rights and on international cooperation. Under Article 69 of the TRIPS Agreement, Members agree to cooperate with each other with a view to eliminating international trade in goods infringing intellectual property rights.

Each Member agrees to

- establish and notify contact points in their administrations
- be ready to exchange information on trade in infringing goods
- promote the exchange of information and cooperation between customs authorities with regard to trade in counterfeit trademark goods and pirated copyright goods.

The TRIPS Contact Point is established at the following address:

TRIPS CONTACT POINT
1 Ramsis Steet, Cross Street Marouf St.,
Cairo, Egypt
Tel: 202 575 6095
Fax: 202 575 8195
Email: ipregypt@gege.net

نقطة الاتصال الخاصة بتطبيق أحكام اتفاقية التريبيس

قامت الحكومة المصرية بتأسيس نقطة الاتصال المصري وفقاً للمادة ٦٩ من اتفاقية جوانب الملكية الفكرية المتعلقة بالتجارة TRIPS وهي ملحق لاتفاقية إنشاء منظمة التجارة العالمية WTO التي انضمت إليها مصر في عام ١٩٩٥. وتتيح منظمة التجارة العالمية الفرصة للصادرات المصرية للانطلاق في الأسواق الأجنبية. كما تقوم بوضع الإجراءات والتدابير اللازمة لحماية الصناعات المحلية من أية ممارسات تجارية أجنبية غير مشروعة، وتحقيق الاستفادة القصوى للدول النامية.

وتشمل اتفاقية جوانب الملكية الفكرية المتعلقة بالتجارة كافة المعايير التي يتم تنفيذها فيما يتعلق بحقوق الملكية الفكرية والتي تتضمن الأحكام التي تطبق في براءات الاختراع؛ وحقوق المؤلف بما فيهم المؤديين ومنتجي التسجيلات الصوتية وشبكات البث والإذاعة؛ والعلامات التجارية وعلامات الخدمة، والرسوم وأنماذج للصناعة؛ والمؤشرات الجغرافية، والدوائر المتكاملة، والمعلومات السرية بما فيها الأسرار التجارية. ولكل بلد عضو في الاتفاقية حرية تطبيق القوانين والتشريعات الداخلية الخاصة بها في قضايا الملكية الفكرية على أن تلتزم بالمعايير الدولية المشار إليها في الاتفاقية.

وتتضمن اتفاقية التريبيس أيضاً الأحكام الخاصة بتطبيق حقوق الملكية الفكرية وسبل التعاون الدولي. فقد أشارت المادة ٦٩ من الاتفاقية على أن توافق البلدان الأعضاء على التعاون فيما بينها بغية إلغاء التجارة الدولية في السلع التي تنتهك على حقوق الملكية الفكرية.

ولبذا الغرض، تتفق البلدان الأعضاء على:

- ♦ إنشاء نقاط اتصال في أجهزتها الإدارية وإخطارها بالمعلومات اللازمة،
- ♦ أن تكون على استعداد لتبادل المعلومات بشأن التجارة في السلع المتعدية،
- ♦ تشجيع تبادل المعلومات فيما بينها والتعاون بين السلطات الجمركية فيما يتعلق بتجارة السلع التي تحمل علامات مقلدة والسلع التي تنتهك حقوق المؤلف.

وتقع نقطة الاتصال المصرية في :

المقر الرئيسي للهيئة العامة للرقابة على الصادرات والواردات

العنوان: ١ ش رمسيس - تقاطع معروف

التليفون: ٥٧٥٦٠٩٥ - ٢٠٢

الفاكس: ٥٧٥٨١٩٥ - ٢٠٢

البريد الإلكتروني: Ipregypt@gega.net

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- Add new "fair use" exception to a registrant's exclusive rights to allow for use under certain conditions by a third party without the registrant's permission
- Offer opportunity for judicial review of final administrative proceeding in the Trademark Office

Trademarks (continued)

Licensing and assignment

- Provide the author with the right to prevent the importation of goods bearing an infringing mark
- Provide for assignment of a mark with or without the transfer of the business to which the mark belongs

Geographical Indications

Required by January 1, 2000

Protection for geographical indications of the origin of goods

Egypt needs to enact a law to

- Protect geographical indications
- Provide for cancellation of trademark registrations that mislead the public as to the true place of origin of goods

Industrial Designs

Required by January 1, 2000

Protection for new or original industrial designs, subject to the legitimate interests of third parties

Egypt currently maintains in secrecy the actual designs that are the subject of an industrial design registration, unless the owner consents to make the design public. This conflicts with the legitimate interests of third parties which TRIPS requires to be considered. In addition, this means that there is no effective way to avoid registering designs that are not new. Egypt needs to amend its regulations to

- Provide at least for the laying open of industrial designs for inspection.

Minimum term

- Egypt needs to amend its law to provide a minimum term of ten years

Patents

Required by January 1, 1996

Protection of existing subject matter: patent protection for pharmaceutical and agricultural products

Egypt must

- Provide a means by which patent applications can be filed as from January 1, 1995, and apply the criteria for patentability as of that date, and
- Provide exclusive marketing rights for such inventions for a period of five years after obtaining marketing approval or until a product patent is granted or rejected in Egypt, whichever is shorter, provided that subsequent to the entry into force of the WTO

Patents (continued)

Agreement, a patent application has been filed and a patent granted for that product in another WTO Member and marketing approval obtained in that Member

Patents (continued)

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Some changes are needed in these areas in order to meet TRIPS standards

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Comment: Egypt's law provides protection for undisclosed information in a wide variety of specific circumstances, but some amendments are needed

Other Areas (continued)

**Control of Anti-competitive
Practices in Contractual Licenses**

**Enforcement of Intellectual
Property Rights**

Border Measures

**Intellectual Property Rights:
Capacity Building and Assistance**

Synopsis of a Speech Given by Jaleen M. Moroney
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- Timely action (short pendency period)
- Prompt publication of journals
- Sustainable improvements

IMPLICATIONS OF IPR FOR EGYPT

Presentation by Judy Winegar Goans
SIPRE Project

Intellectual property rights (IPR) have been the subject of international discussions for many years, as evidenced by the fact that the Paris Convention is more than 100 years old. Each country sets its own rules on IPR, but with the globalization of trade and the need of businesses for certainty in investment, minimum standards of IPR protection emerged as an important topic in international trade. Deficiencies in the protection of IPR is considered a non-tariff trade barrier, which is illegal under the GATT. Discussions on standards led to the development of the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement), an annex to the agreement establishing the World Trade Organization.

TRIPS sets minimum standards that each member country must meet in its IPR laws. Each nation is free to provide protection in addition to the TRIPS minimum. IPR laws offer a tool for development, and countries should consider how the IPR laws might offer opportunities for economic development. One important reason to adopt strong IPR laws is to promote investment. A World Bank study by the eminent economist Edwin Mansfield reported that the effect of intellectual property protection on the foreign direct investment decisions of various companies depends on the type of organization involved, with the percentages shown:

Outlet sales and distribution outlets 20%

Rudimentary production and assembly 30%

Facilities to manufacture components or complete products 50-60%

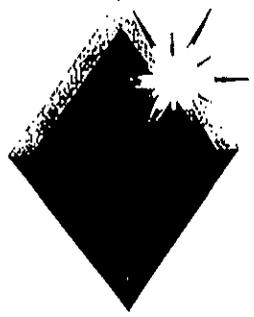
Investment in R&D facilities 80%

Implications for Egypt are that IPR protection promotes better employment opportunities. The group discussed the effect of improved IPR protection in various fields for proprietors, users, and consumers.



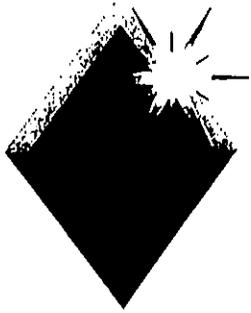
Training

- ◆ Industrial property law and rules
- ◆ Examination procedures
- ◆ Language
- ◆ Use and maintenance of automated equipment
- ◆ Scientific and technical



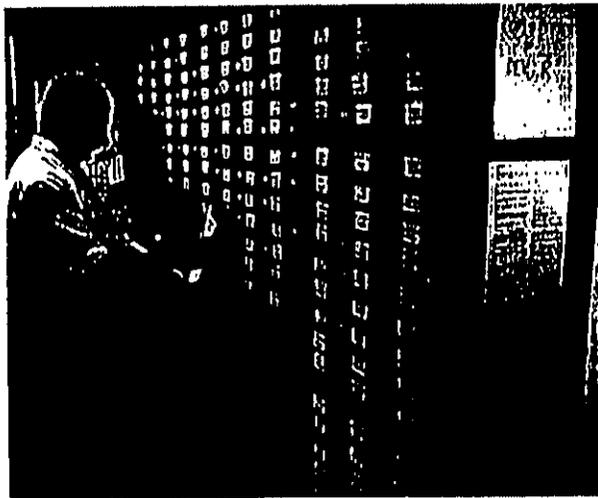
Training Hours

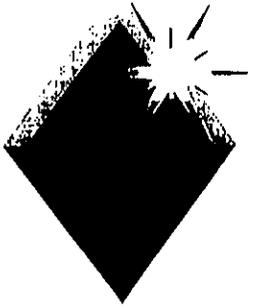
- ◆ Intellectual Property & Technical Training - 5,868 hours
- ◆ Modern Equipment Training - 4,830 hours
- ◆ Language Training - 21,000 hours



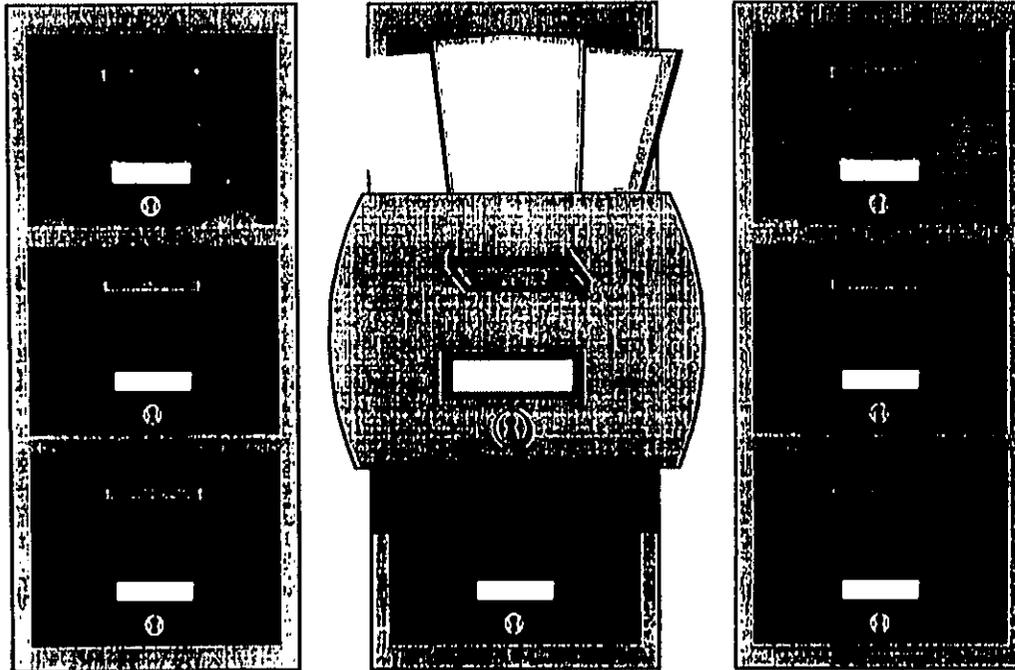
Advanced Training in USA

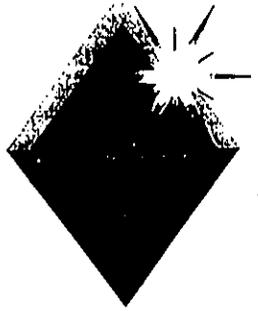
- ◆ Trademark Examination Course - 20 participants
- ◆ IPR Compliance Study Tour - 8 participants
- ◆ TRIPS Contact Point - 4 participants (5/99)





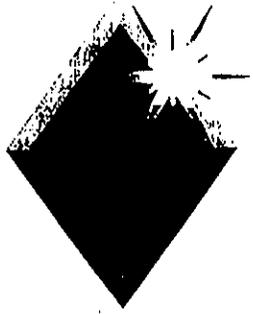
Files - Integrity of Records





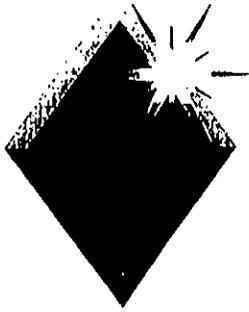
Files - Before and After





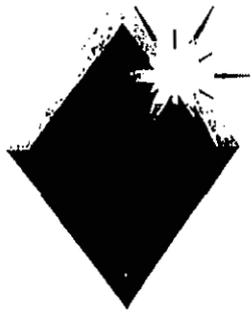
Files

- ◆ Inventory of Trademark files
- ◆ Automate Industrial Designs Files
- ◆ Automated search files for word marks
- ◆ Limited access to all files
- ◆ File tracking system
- ◆ Archival storage



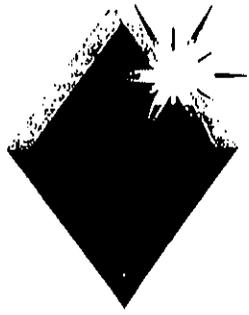
Goals for Legal Regime

- ◆ WTO-consistent laws that serve industry and the public
- ◆ Predictable legal actions
- ◆ Procedures that are not unnecessarily burdensome



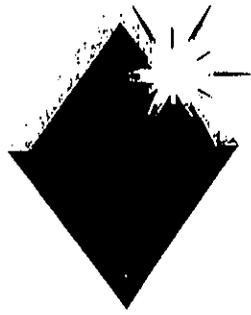
Guidelines

- ◆ Examination of trademarks
- ◆ Examination of chemical applications
- ◆ Examination of pharmaceutical applications
- ◆ Examination of patent applications



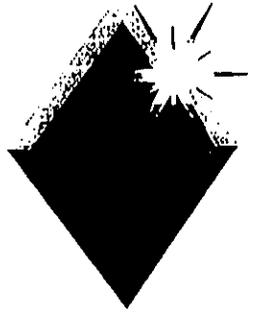
Legal Reforms

- ◆ Trademarks
- ◆ Appellations of origin
- ◆ Industrial designs
- ◆ Patents
- ◆ Plant variety protection
- ◆ Semiconductor topographies



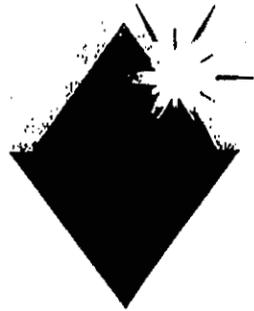
Long-term Sustainability

- ◆ Reliability
- ◆ Cost recovery
- ◆ Customer-oriented



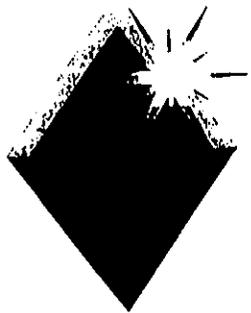
Reliability

- ◆ Consistency & Predictability
 - ◆ Examination Guidelines
 - ◆ Adequate Training
 - ◆ Goals for Pendency



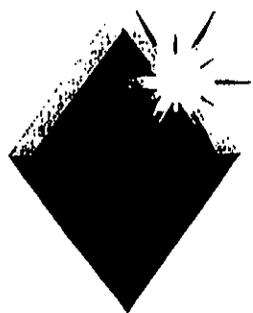
Customer Oriented

- ◆ Convenient service area
- ◆ Prompt service
- ◆ Responsive to public
- ◆ Streamlined procedures
- ◆ Additional services



Cost Recovery

- ◆ Maintain equipment
- ◆ Maintain building
- ◆ Maintain furnishings
- ◆ Maintain personnel skills
- ◆ Pay salaries and performance awards
- ◆ Provide for growth



SIPRE Website

www.sipre.com.eg

Appendix I

IPR Course Evaluation Summary

Course Evaluation

Intellectual Property Rights

Indicate your opinion on the following questions using the scale:

5-strongly agree 4-agree 3-neither agree nor disagree
2-disagree 1-strongly disagree

1. The course improved my understanding of Intellectual Property Rights. 4.641
2. I will use the knowledge and analytical skills acquired in this course in my work. 4.244
3. The handouts were appropriate for the course. 3.3921
4. The discussion periods were useful and added to my interest in the course. 4.244
5. The course was relevant and applied to Egypt. 3.93
6. I was motivated to attend and participate in the course. 4.26
7. Overall, how do you rate this course?
8. Excellent 14, Very Good 28, Good 5, Fair 0, Poor 0
9. Overall, how do you rate the course instructors?

Dr. Karim Maredia

Excellent 14, Very Good 21, Good 12, Fair 0, Poor 0

Dr. Fred Erbisch

Excellent 27, Very Good 17, Good 3, Fair 0, Poor 0

Prof. John Barton

Excellent 20, Very Good 24, Good 3, Fair 0, Poor 0

Dr. Marsha Stanton

Excellent 21, Very Good 26, Good 0, Fair 0, Poor 0

9. If the course was repeated, would you recommend it to your work colleagues?
Yes, definitely 34 Yes, with reservations 7 No 0
10. What other topics would you like to see covered in training courses about Intellectual Property Rights?